AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Special Call Commission Meeting
Wednesday, July 13, 2011,
Immediately Following the
Swearing In Ceremony,
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kendall Rumsey	—	**Vice-Mayor**
Steven Hockman	—	**Commissioner**
Jeanine Longtin	—	**Commissioner**
Tim Stevens	—	**Commissioner**
Maria V. Davis	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian M. Lemley, CMC	—	**Town Clerk**

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

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. 1. APPOINTMENT OF A VICE-MAYOR: **Tab 1**

G. 2. PROCLAMATION: **Honoring Todd Dry** **Tab 2**

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:

3.	Regular Commission Meeting Minutes of May 18, 2011	Tab 3
4.	Special Call Commission Attorney-Client Meeting Minutes of May 23, 2011	Tab 4
5.	Regular Commission Meeting Minutes of June 1, 2011	Tab 5
6.	Regular Commission Meeting Minutes of June 15, 2011	Tab 6
7.	Resolution NO. 17-07-11 Northlake Boulevard Task Force Interlocal Agreement For A Five Year Extension	Tab 7
8.	Resolution No. 22-06-11 Interlocal Agreement National Pollutant Discharge Elimination System (NPDES) Third Term Permit	Tab 8
9.	Purchase of Commercial Dumpsters	Tab 9
10.	Award of Bid for "Eyes on Park Avenue"- Park Avenue Security Camera System to Econocomm Inc. d/b/a Mobile Communications	Tab 10

J. **ORDINANCE ON FIRST READING:**

11. Ordinance – K-Mart Rezoning **Tab 11**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE TOWN'S OFFICIAL ZONING MAP AND REZONING THE PROPERTY KNOWN AS THE K-MART PLAZA FROM C-1 TO PLANNED UNIT DEVELOPMENT ("PUD"); PROVIDING FOR WAIVERS; AND PROVIDING FOR AN EFFECTIVE DATE.

K. **DISCUSSION AND POSSIBLE ACTION:**

12.	Resolution No. 23-06-11 Signatures on Bank Account	Tab 12
13.	Designation of Voting Delegate and Alternate (s) to the Palm Beach County League of Cities, Inc.	Tab 13

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

M. **ADJOURNMENT:**

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 13, 2011** **Agenda Item No.** Tab 1

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] ORDINANCE ON FIRST READING [ ] DISCUSSION/POSSIBLE ACTION

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

[ ] PRESENTATION/PROCLAMATION [ ] CONSENT AGENDA

[X] Other: Appointment of a Vice-Mayor

SUBJECT: **Appointment of a Vice-Mayor**

RECOMMENDED MOTION/ACTION:

Approved by Town Manager [signature] **Date:** 7/8/11

[signature] July 8, 2011

Name/Title Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: $ **0.00** Funding Source: Acct. #	**Attachments:**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** VML [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case VML **Please initial one.**

Summary Explanation/Background: Article IX, Section 1, of the Town of Lake Park Charter dictates that the Commissioner shall elect a Vice-Mayor who shall be Chairman pro tem at their first organizational meeting after each election. The Town conducted a Special Election June 28, 2011, therefore it is necessary for the Town Commission to select a Vice-Mayor.

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 13, 2011 **Agenda Item No.** Tab 2

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] ORDINANCE ON FIRST READING [ ] DISCUSSION/POSSIBLE ACTION

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

[ ] PRESENTATION/PROCLAMATION [ ] CONSENT AGENDA

[x] Other: Proclamation

SUBJECT: **Proclamation in Honor of Todd W. Dry**

RECOMMENDED MOTION/ACTION: **Approval of Proclamation**

Approved by Town Manager _____ **Date:** 7/8/11

Name/Title HR DIRECTOR

6/29/11
Date of Actual Submittal

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

Summary Explanation/Background:

Since November 2, 2006, Todd W. Dry has served as a member of the Planning and Zoning Board of the Town of Lake Park. On May 1, 2011, Mr. Dry's term on this board expired. The purpose of this item is to commend Mr. Dry for his service to the Planning and Zoning Board and to this community.

PROCLAMATION
IN HONOR OF
TODD W. DRY

WHEREAS; Todd W. Dry is a long-standing member of the business community of the Town of Lake Park; and

WHEREAS; for the past 15 years ***Todd W. Dry*** has owned and since 2002 has operated Residential Rehab Inc. at the same location in Lake Park where he has also owned and operated Triple D Holdings LLC since 2005; and

WHEREAS; on November 2, 2006, ***Todd W. Dry*** was appointed as an alternate member of the Planning and Zoning Board of the Town of Lake Park, to which he was reappointed as a regular member on May 1, 2007 and again on May 1, 2009; and

WHEREAS; on May 1, 2011, ***Todd W. Dry's*** term on the Planning and Zoning Board expired; and

WHEREAS; throughout his service on the Planning and Zoning Board, ***Todd W. Dry*** has tirelessly donated both his time and his expertise in service to the Town of Lake Park and its citizens; and

WHEREAS; the Town of Lake Park wishes to express its gratitude to ***Todd W. Dry*** for his contributions to this community.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, do hereby publicly recognize ***Todd W. Dry*** and commend him for his service.

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 13th day of July, 2011.

By: _____
Mayor James DuBois

ATTEST:

_____
Vivian Mendez Lemley, Town Clerk

Consent Agenda

TAB 3

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **July 13, 2011** **Agenda Item No.** Tab 3

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] ORDINANCE ON FIRST READING [ ] DISCUSSION/POSSIBLE ACTION

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

[ ] PRESENTATION/PROCLAMATION **[X] CONSENT AGENDA**

[ ] Other:

SUBJECT: **Regular Commission Meeting Minutes of May 18, 2011**

RECOMMENDED MOTION/ACTION: **To Approve the Regular Commission Meeting Minutes of May 18, 2011**

Approved by Town Manager _____ **Date:** 7/8/11

Vivian Lay July 6, 2011

Name/Title Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: **$0** Funding Source: **0** Acct. **# 0**	**Attachments:** **Meeting Minutes**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** VML [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case VML **Please initial one.**

Summary Explanation/Background:

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 18, 2011, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, May 18, 2011 at 7:00 p.m. Present were Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, Jeanine Longtin, Patricia Osterman, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA:
Vice-Mayor Rumsey requested item number 6 Resolution No. 17-05-11 Fourth Amendment to the Northlake Boulevard Task Force Interlocal Agreement for a Five Year Extension be deferred until after the Special Election on June 28, 2011.

Commissioner Longtin requested the addition of an appointment of a temporary Commissioner/Mayor, and the additions of signers on the bank accounts.

Commissioner Hockman stated that Resolution 20-05-11 Establishing a Qualifying Period for Commissioner was placed on the dais, which also needed to be added to the agenda.

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

Vote on Motion:

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

Motion passed 4-0

PROCLAMATION(S):

National Public Works Week May 16-20, 2011

Vice-Mayor Rumsey read the proclamation and presented it to the Public Works Director Dave Hunt and staff. Public Works Director Dave Hunt thanked the Commission on behalf of the entire Public Works staff. He stated that they are honored and proud to serve the Town. Verdree Patterson thanked the Commission and stated that he has been employed with the Town for 29 years and it has been a real joy. He introduced each of the Public Works members and stated the amount of years of service they each have with the Town of Lake Park.

Commissioner Longtin thanked the Public Works department and stated that they are the people that stay during and after a hurricane. She stated that if this service were ever outsourced, she doubted the Town would receive the personal care that they provide to the Town. She recalled when her nieces lived in Town the Public Works staff were always very nice and kind to them and she thanked them for their services.

Jeffrey Davis Blakely

Vice-Mayor Rumsey read the proclamation and presented it to Mr. Blakely. Mr. Blakely thanked the Commission for appointing him to the boards and for acknowledging his services.

National Missing Children's Day

Vice-Mayor Rumsey read the proclamation and presented it to Mr. Edward Russo the Outreach Specialist for the National Center for Missing and Exploited Children. Mr. Russo thanked the Commission and stated that their office is in Lake Park and they appreciated the support from the Town. He encourage all parents to speak to their children for 25 minutes on May 25, 2011 about personal safety. He stated that if anyone was interested they offer free child identification kits and conversation starters.

PUBLIC AND OTHER COMMENTS:

Helen Gardener owner of Slippers and Slides on Old Dixie Highway stated that she was requesting the signage Ordinance be relaxed, during the summer, for banners or feather flags due to the difficult economic time. She stated that it would provide another method of promoting their business at minimal cost. She asked for assistance for businesses that were not directly on Park Avenue. She indicated that the businesses are willing to pay for the permits; they just want an opportunity to survive.

Vice-Mayor Rumsey request that staff work with Ms. Gardener on this issue.

Jim Lloyd 220 Lake Shore Drive stated that the Town's municipal government was broken. He stated that a Commissioner lives in Stuart and everyone is aware, yet she remains on the dais. He stated that in his opinion none of her votes since last October should count. He stated that Supervisor of Election Susan Bucher explained to him that the Town has until May 31, 2011 for candidates to qualify for a Mayoral and Commission election to be held simultaneously on June 28, 2011. He stated that the current administration is running in secrecy and stated that the most current example of it was the seizing of the largest vessel in the Marina. He explained that an out of town law firm was hired without the Commissioners' approval. He explained that the Sunshine

Law mandates open and transparent government. He then announced his candidacy for Lake Park Mayor.

Edie McConville 638 West Kalmia Drive stated that she was representing the Lake Park Kiwanis, which has been operating in Lake Park for ten years. She stated that the organization's main purpose is to make a difference in a child's life. She thanked the Commission for their support of Kiwanis over the years. She stated that this year the Lake Park Kiwanis was having BUG (Bringing Up Grades) awards. She explained that 200 Lake Park Elementary students will receive BUG awards and free ice cream. She explained that in addition to the awards, the fifth grade class will have their graduation breakfast in the Mirror Ballroom. She stated that they have had a graduation breakfast for students for the past seven years. She stated that almost every child has had an experience with the Lake Park Kiwanis. She explained that she has provided a photograph with Mayor DuBois and three of the five children from the Homework Club. She explained that for the past two years the Homework Club has met and those children have now made the honor roll. She stated that Mayor DuBois would frequently visit and would encourage them to study hard so that they could achieve opportunities. She explained that in honor of Mayor DuBois, the Lake Park Kiwanis has established a scholarship fund. She explained how donations can be made to the scholarship fund. She thanked the Commission for their continued support and expressed how proud the Lake Park Kiwanis is for making a difference in the Town.

Diane Bernhard withdrew her request to speak.

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of April 6, 2011
2. Regular Commission Meeting Minutes of April 20, 2011
3. Regular Commission Meeting Minutes of May 4, 2011
4. Resolution No. 13-05-11 Amend the Job Description of the Deputy Town Clerk
5. Resolution No. 14-05-11 Amend the Job Description of Town Clerk
6. Resolution No. 17-05-11 Fourth Amendment to the Northlake Boulevard Task Force Interlocal Agreement For A Five Year Extension
7. Resolution No. 18-05-11 Special Election Poll Workers
8. Replacement of Damaged Sidewalks at Various Locations Throughout Town
9. Replacement of Commercial Driveway Approaches
10. A Nomination for the City Spirit Award from the Florida League of Cities

Vice-Mayor Rumsey reminded the Commission that item number 6 has been deferred until after the June 28, 2011 Special Election.

Commissioner Hockman requested to have item numbers 4,5, 8, and 9 pulled and Commissioner Longtin requested that item number 7 be pulled.

Motion: A motion was made by Commissioner Hockman to approve item numbers 1 through 3 and 10 on the Consent Agenda; Commissioner Longtin made the second.

Vote on Motion:

Commission	Aye	Nay	Other

Member			
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor			

Motion passed 4-0

Commissioner Hockman stated that the job descriptions for item numbers 4 and 5 had been switched. He requested that the correct job descriptions be placed with the correct Resolution.

Motion: A motion was made by Commissioner Hockman to approve item numbers 4 and 5 with the modification on the Consent Agenda; Commissioner Longtin made the second.

Vote on Motion:

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

Motion passed 4-0

Commissioner Longtin asked if Resolution 18-05-11 Special Election Poll Workers was for the June 28, 2011 Special Election for Mayor only.

Attorney Baird explained that Resolution 20-05-11 has been added to the end of the agenda establishing a qualifying period for candidates for Commissioner.

Commissioner Longtin questioned if the Resolutions were being adopted in the wrong order.

Attorney Baird stated that he did not believe so, but that the Commission could choose to reorder the agenda.

Commissioner Longtin stated that if Resolution 18-05-11 was for the adoption of Poll Workers for the Mayoral Special Election on June 28, 2011 that she would approve it.

Attorney Baird explained that Resolution 18-05-11 was for the appointment of Poll Workers for the June 28, 2011 Special Election for whatever positions were available.

Motion: A motion was made by Commissioner Hockman to approve item number 7 on the Consent Agenda; Commissioner Osterman made the second.

Vote on Motion:

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

Motion passed 4-0

Commissioner Hockman stated that in reviewing item number 8, the Replacement of Damaged Sidewalks at Various Locations throughout the Town, he noticed that there were many inconsistencies in the quotes. He stated that there is no consistency standard and that we need to make sure we compare apples to apples. He stated that he wanted to make sure that everyone was bidding on the same things because each of the quotes was different. He provided some examples of the inconsistencies. His explanations included different square footage provided by the bidders in that some had concrete included while others did not include concrete. He explained that some of the quotes provided the thickness of the concrete while others provided only the total amount of concrete without specifying the thickness.

Public Works Director Dave Hunt stated that each of the four bidders were given identical informal bid packets with the specifications requested for the project. He explained that the bid packet would be referred to with any issues on the project. He explained that the deviations was the contractors way of annotating or condensing the specifications they were provided. He explained that the contract would be for what was specified in the bid packet and the awarded contractor would be held to the bid packet.

Town Manager Davis explained that the sidewalks that are to be repaired are marked, so each contractor is aware of where they will begin and end. She stated that each contractor was provided with the basic specifications for the project.

Commissioner Hockman requested that in the future the bid specifications be provided as backup.

Vice-Mayor Rumsey asked for clarification as to what Commissioner Hockman would like to receive from staff in the future.

Commissioner Hockman explained that he is requesting that the bid specifications be included as backup to the bid award to know exactly what the contractor will be expected to perform.

Town Manager Davis stated that the information will be included in the future.

Public Works Director Hunt indicated that the Town documents shall prevail, but will include the information requested in the future.

Commissioner Longtin stated that her concerns were similar to those of Commissioner Hockman and added that if Town documents prevail that the specific language be stated on the bid. Commissioner Longtin requested that the item be tabled until the full document is provided. She stated that the awarded contractor's status was not in the Florida Division of Corporations and in the future she wanted to see information regarding their status with the Secretary of State and copies of the insurance and licenses for the contractors.

Motion: A motion was made by Commissioner Longtin to table item number 7 on the Consent Agenda until the next Commission Meeting; Commissioner Osterman made the second.

Vote on Motion:

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

Motion passed 3-1

Commissioner Hockman stated the he had the same concerns for agenda item number 9 Replacement of Commercial Driveway Approaches, as he did with the replacement of damaged sidewalks at various locations throughout the Town. He stated that there was no consistency with the information and requested the bid specifications be included as backup then they could see what the project would include.

Motion: A motion was made by Commissioner Hockman to table item number 8 on the Consent Agenda until the next Commission Meeting; Commissioner Longtin made the second.

Vote on Motion:

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

Motion passed 3-1

BOARD MEMBERSHIP APPOINTMENTS:

Vice-Mayor Rumsey explained that there were two applicants to the Planning and Zoning Board as alternate members, for which the Commission had been given ballots. He asked if the applicants were in the audience and if they would like to introduce themselves to the Commission to step to the podium.

Roger Michaud introduced himself to the Commission and gave a brief background and history of his experiences.

Vice-Mayor Rumsey instructed the Commissioner to fill out their ballots and pass them to the Clerk and as they move forward on the agenda, the Clerk will let him know when the ballots have been tallied.

DISCUSSION AND POSSIBLE ACTION:

Resolution 19-05-11 Approval of Calendar for July Commission Meeting and Budget Workshops

Town Manager Davis explained that pursuant to the Town Code, a Resolution is necessary to change the scheduled meeting in July. She explained that in the month of July, the Commission will need to have a Budget Workshop and therefore staff is recommending canceling the first and second meetings in July and conducting a Special Call Commission Meeting on July 13, 2011 and conducting a Budget Workshop on July 27, 2011.

Commissioner Longtin requested clarification of the Special Call Commission meeting of July 13, 2011.

Town Manager Davis explained that the Special Call Commission meeting of July 13, 2011 would be to discuss regular items on the agenda, while the Budget Workshop scheduled for July 27, 2011 would be to only discuss the budget.

Vice-Mayor Rumsey explained that with the Independence Day holiday before the first Commission meeting in July, it would be more difficult to put the agenda together.

Motion: A motion was made by Commissioner Hockman to approve Resolution 19-05-11; Commissioner Osterman made the second.

Vote on Motion:

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

Motion passed 4-0

Commissioner Longtin asked if Resolution do not get read. Attorney Baird stated that Resolutions do not get read only Ordinances.

Flagler Boulevard Irrigation System

Vice-Mayor Rumsey explained that he was being credited for bringing back the item because of a statement he made at the last Commission meeting. He explained what had taken place at a meeting in April where he called himself out for not approving items on the agenda because he was not getting along with the other Commissioners. He explained that earlier in the week, the Commission received information that a grant is available to replace the entire Flagler Boulevard irrigation system. He stated that it has been mentioned in the past that if there was money, the irrigation system would be replaced. He explained that he would approve the grant to replace the irrigation system on Flagler Boulevard under the following conditions; that the Commission wait to see what happens with the grant and vote up or vote down on the irrigation system. He stated that he had a few stipulations before he will support the new irrigation system and those stipulations were as follows:

1. There would be a $15,000 cap to do the work.
2. That the project be done by outside resources and not staff.
3. There are to be three quotes from licensed vendors.
4. Commissioner Hockman must return the key to the sprinkler system.

5. Receive a unanimous consensus from the Commission that no one receives keys for any Town equipment without the consensus from the majority of the Commission.

Commissioner Osterman stated that she felt all the Commissioners want the sprinkler system fixed, but the Town should not have to go into reserves to do the work. She stated that she would add one additional stipulation and that would be to have staff bring back items to be cut out from the budget to keep from spending $15,000 from reserves. She stated that she would like it to be a budget neutral item and not have the funds come out of reserves. She stated that the budget is in a very dangerous place.

Commissioner Hockman stated that he had every intention to return the key. He stated that he doesn't want to table this for two weeks, but if we are approved for the grant this will become obsolete. He felt the item could be tabled until the next Commission meeting because the Town should be notified by then if it has been awarded the grant. He stated that he would really like to see the system fixed and did not feel it would cost $15,000. He explained that he felt that staff can do the minor repairs necessary to get the irrigation fixed. He recommended tabling the item until the next Commission Meeting.

Commissioner Osterman stated that she understood what Commissioner Hockman was saying but felt that if the grant did not get awarded to the Town, staff could prepare options to pay for the projects. Staff can also provide the Commission with item that can be cut from the budget and the Commission can make a decision at the next meeting. She stated that the recommendation on where staff was going to cut from the budget to pay for the project needed to come from staff and not the Commission.

Commissioner Longtin stated that the Commission had the final say and did not understand why the Commission could not direct staff to work on something that they should be working on anyway. She stated that she is not in favor of a grant to replace the entire system when all it needs is a few grand, $5,000, or less to maintain the system. She indicated that she would prefer to see the grant used for curbing to protect the investment of the irrigation system. She stated that she would prefer to see the grant used for curbing on the Date Palm Drive area. She stated that she is not in favor of replacing the entire system when all it needs is general maintenance. She expressed her concern over the lack of general maintenance that is being done in the Town. She explained that she does not have a problem with anyone on the Commission working with the Town Manager as far as getting something done. She felt that the Town Manager was very kind in turning over the key and she and Commissioner Hockman were able to get a look at what the system really needed. She stated that she and Commissioner Hockman realized that there was not a lot that was needed to be done to the system besides general maintenance. She stated that she hopes staff will look into getting curbing for either Flagler Boulevard or Date Palm Drive or both of those areas. She recommended tabling the item. She stated that even if the money were taken from reserves, money had been taken out of reserves to keep an employee on that the Commission was told there was not enough work for the employee to do. She indicated that in her opinion, reserves are not that important. She clarified her statement by saying that reserves are not that important to some, but however in this case when someone is driving down Flagler Boulevard, which she drives everyday, and now that the Town Manager has the electric cut off the area the concrete

pole looks like a slum area. She recommended tabling the item and including the Flagler Boulevard irrigation system in the budgeting process as it should have been done over the past few years. She asked if a motion had been made to table the item.

Vice-Mayor Rumsey clarified a few statements made by Commissioner Longtin. He asked Commissioner Longtin if she was recommending withdrawal of the grant application.

Commissioner Longtin stated that she would like to see other options for the grant and see if it is possible to obtain curbing.

Vice-Mayor Rumsey explained that when the grant application is submitted it must include what project would be done with the grant.

Commissioner Longtin stated that she was not aware that the grant had been submitted.

Vice-Mayor Rumsey stated that the decision for the grant will be decided tomorrow. He requested clarification from the Town Manager.

Town Manager Davis stated that the deadline for the grant submittal was May 10, 2011.

Commissioner Longtin questioned if the Commission had been made aware before the grant was submitted.

Vice-Mayor Rumsey explained that an email had been sent out earlier in the week to the Commission notifying them. He explained that several meetings ago, a grant had been submitted to fix the tennis courts, which was denied because the tennis court project was considered maintenance and the grant was for replacement not for repair. He explained that staff took the proactive approach and submitted the replacement of the Flagler Boulevard irrigation system. He asked Commissioner Longtin to clarify her request.

Commissioner Longtin stated that she also appreciates a proactive staff and did not realize when she received the email that it had been done. She felt the Commission should have been strongly consulted before the submission of the grant. She stated that a whole new system is not necessary. She stated that the other Commissioners could approve it, but that she was not going to make the motion.

Vice-Mayor Rumsey explained that he had clearly stated how he would vote in favor of the project.

Commissioner Longtin stated that she did not agree with his stipulations of forbidding staff from doing basic maintenance, and that the she found that stipulation to be bazaar.

Vice-Mayor Rumsey stated that it sounded like they were at an impasse again on the system. He asked Commissioner Osterman if she was going to make a motion on the budget and repair.

Commissioner Osterman stated that there needs to be some give and take and there did not seem to be any of either taking place.

Commissioner Hockman stated that he recommended tabling the item because when he was made aware that the grant was for $50,000 for a new system he felt that it was not necessary. He stated that he would have preferred taking a grant to have some landscaping done around the Town. He stated that the current system is old technology, but it was a functioning system. He stated that $6,000 was paid to get the system functioning and now that is was just a matter of locating and cleaning the sprinkler heads, not putting in a new system.

Vice-Mayor Rumsey asked Commissioner Hockman if that was his motion.

Commissioner Hockman stated that he had made a motion to table and would have liked to have seen the grant to see what was involved and reiterated that staff is capable of maintaining the system.

Attorney Baird explained that a second was need for the motion and that motions to table are not debatable. He explained that once an item is tabled then the proper motion is to take it off the table. He explained that assuming a motion to table was approved, the appropriate steps would be to have the Commission take the item off the table and discuss it again and that a motion should come forward to that effect.

Motion: A motion was made by Commissioner Hockman to table the Flagler Boulevard Irrigation System until the next Commission Meeting; Commissioner Longtin made the second.

Vote on Motion:

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

Motion passed 4-0

Employee Cost Savings Incentive Program

Vice-Mayor Rumsey explained that during the last budget process he had suggested that an employee cost savings program be developed. He explained that staff had not received a raise in many years.

Town Manager Davis clarified that it has been three years.

Vice-Mayor Rumsey explained that staff takes five additional days off a year at no pay and he was trying to come up with ideas that would provide employees with an incentive to save the Town money. He explained that this idea came from his brother and his brother's employer and provided an example of the program. He provided some examples of how the program may work for the Town.

Town Manager Davis indicated that the ideas were culminated by each of the department heads.

Human Resource Director Bambi Turner explained that the program was a suggestion program with input from each of the departments in which suggestion boxes would be located at Town Hall, Library and Public Works. She stated that the suggestions would be collected monthly and reviewed with the Town Manager. She explained that if the suggestions would provide the Town with a quantifiable cost savings then the employee would receive a certificate for between one and five days off with pay depending on the amount of the cost savings. She continued to explain that the employee with the most cost savings to the Town in a fiscal year would receive a proclamation presented by the Commission. She stated that all employees would be eligible to participate in the program.

Vice-Mayor Rumsey asked if an employee does not take all of their vacation days does the time roll over to the next year.

Human Resource Director Turner explained that vacation time does rolls over to the next year.

Vice-Mayor Rumsey stated that he understands that sometimes taking vacation is very difficult and would hope that the person could roll those days over to the next year.

Commissioner Longtin asked if the roll over days were capped.

Finance Director Anne Costello stated that an employee can accumulate many hours, but upon termination of employment they would be paid up to 240 hours of accumulated vacation time.

Commissioner Longtin asked who would be deciding what incentives would be implemented.

Town Manager Davis stated that ultimately it would be the Town Manager who would decide whose ideas would be implemented.

Commissioner Longtin stated that five days was way too excessive. She stated that she would suggest giving a $100 bonus. She stated that she would not vote in favor because she finds five days off with pay too excessive for implementing an idea that an employee who loves their job should suggest anyway.

Vice-Mayor Rumsey suggested some changes to the proposed language. He gave a hypothetical scenario of an employee who saves the Town $50.000 and receives five days off, the employees pay for five days may equate to $800, he asked if she would be in favor of something similar.

Commissioner Longtin stated that using the same hypothetical scenario, if an employee saved the Town $1 million then that would be considered a significant cost savings and it should come before the Commission and not just at the discretion of the Town Manager. She stated that she could not vote in favor of this item because it was too excessive.

Vice-Mayor Rumsey asked if she was against the entire program.

Commissioner Longtin stated that she liked the concept, but was looking at a $100 bonus and stated that she found five days off with pay at the discretion of the Town Manager excessive.

Vice-Mayor Rumsey asked if it were a committee of three department heads and not the Town Manager would she be in favor of the program.

Commissioner Longtin stated that she felt it should be up to the Commission and that if an employee had a suggestion that they should come forth with it even if they do not receive anything in return for the suggestion.

Vice-Mayor Rumsey stated that in a perfect world that would be great.

Commissioner Longtin stated that not even in a perfect world and that if she has a suggestion she provides it to her employer whether they accept the idea or not.

Town Manager Davis clarified by stating that it would be up to five days off with pay. She stated that not every suggestion would merit five days off with pay.

Commissioner Hockman asked if guidelines had been established for the program.

Town Manager Davis stated that they had not developed the details of the program and that the Commission was being provided a general concept of the program. She stated that when it comes to giving employees money it was difficult as some of the departments are larger than others and other factors are taken into consideration.

Vice-Mayor Rumsey asked if an employee pension is factored in depending on the amount given to an employee.

Finance Director Costello explained that the pension is a defined contribution so it would not be factored in. She explained that if it were paid through payroll that the amount would be factored in percentage.

Commissioner Osterman stated that she agreed with Commissioner Longtin in that a more formalized set of guidelines was necessary, but also understood how this can be challenging. She stated that she was in favor of a rewards program for cost savings and

felt a committee would be best. She asked staff if they had found any grids that they could use to compare.

Human Resource Director Turner stated that she had not found any so far.

Commissioner Osterman stated that it was the challenging part of putting a program together and how although it may be a small dollar amount in savings for that particular item, it could be a significant percentage in savings. She gave a few examples and stated that it may be more difficult to put the program together because of the different factors. She stated that when there is a level of open-endedness it could cause employees confusion and feeling unfair. She stated that she would feel better with a rubric of sorts.

Vice-Mayor Rumsey suggested that staff put together a grid and a more finalized structured program, with a committee of five with three department heads and two employees who will then review the amount of days off an employee would get and develop a structured program for review and adoption with the new budget season.

Commissioner Hockman asked if the number of days off would be limited per year to be achieved.

Town Manager Davis stated that staff would develop whatever the Commission directed.

Vice-Mayor Rumsey recapped that a more structured program be developed and brought back to the Commission.

Commissioner Longtin stated that she is not in favor of a committee because it is the same reason that the Merit Board was removed and would prefer that the Commission review and gauge.

Vice-Mayor Rumsey asked if there would be a dollar amount limit before it would come before the Commission or whether all suggestions should be brought before the Commission.

Commissioner Longtin stated that it should be brought at the end of each year.

Vice-Mayor Rumsey stated that the intention was to reward shortly after the suggestion was made and not many months later.

Commissioner Longtin asked if it should be done quarterly or immediately. She stated that it would be a lot of work to be doing.

Vice-Mayor Rumsey stated that it would depend on when the meeting is held. He stated that it would be a lot of work and his conversation with staff has been that it is something they are interested in doing.

Commissioner Hockman suggested having it done on a yearly basis and come before the Commission at the end of spring or during the budget because then the Commission could see how much was saved during the year. He suggested that it would then provide

the employee the opportunity to take the time off during the holidays or carry them over to the next year.

Vice-Mayor Rumsey stated that the Commission has offered some direction for staff to be able to go back and continue to work on the details of the program.

Commissioner Osterman stated that she preferred that the employee be recognized more regularly because if someone does something in January then they have to wait until the end of the year to be rewarded. She suggested that an advisory committee be selected that would then bring the recommendations back to the Commission for final approval.

Commissioner Longtin stated that she agreed with quarterly versus annual review because it is just too long. She stated that as with children and animals you want to praise and discipline quickly and quarterly would be nice. She stated that she meant no disrespect to anyone.

Vice-Mayor Rumsey stated that he felt the Commission had come to consensus that they were in favor of looking at the program. He stated that the Human Resources Director can develop a program and bring back for review and adoption by the next budget season.

Commissioner Longtin suggested that every quarter, staff bring all the suggestions and let the Commission review and rate them and maybe that way everyone can get something.

Vice-Mayor Rumsey agreed that the Commission should honor the work of the staff.

The Commission recessed for a three minute break at 8:10 p.m.

The Commission reconvened at 8:13 p.m.

Board Membership Appointments

Town Clerk Vivian Lemley announced that Roger Michaud was appointed as the first alternate member of the Planning and Zoning Board. She explained that the Commission was split on the appointment of James Lloyd to the Planning and Zoning Board as second alternate.

Vice-Mayor Rumsey asked Attorney Baird for direction.

Attorney Baird stated that unless a member of the Commission wished to change their vote, appointments to Town Boards were appointed by majority vote. He stated that the Planning and Zoning Board was not expected to have a meeting in June, therefore it would afford additional time for another member to be appointed to the Planning and Zoning Board. He explained that by the time the Planning and Zoning board met again there should be a full Commission and Mr. Lloyd may be Mayor and not eligible to be on the Planning and Zoning Board anyway.

Vice-Mayor Rumsey congratulated Mr. Michaud for his appointment to the Planning and Zoning Board as first alternate.

Appointment of Temporary Commissioner/Mayor

Commissioner Longtin stated that earlier in the meeting the Town Manager made a reference to the Town Code, which was why she was bringing this item up. She read from the Town Code "vacancies shall be filled by the appointment of a new temporary Commissioner by the remaining members of the Town Commission until the next election". She stated "shall be filled by the appointment of a new temporary Commissioner", and that although she felt that the Commission would not be able to agree upon someone, the Code should not be ignored. She stated that the Town Clerk should have brought it up and shame on her for not doing so. She stated that she felt the Town Attorney should have brought it up and shame on him for not doing so. She stated that shame on the Town Manager for not bringing it up. She stated that it is the Code and wanted to discuss the appointment or not appointment of temporary person to serve until the election.

Vice-Mayor Rumsey asked if the appointment would be for Mayor or Commissioner.

Commissioner Longtin stated that she did not know anything about what he was referring to and was only discussing the Mayoral election.

Attorney Baird explained that at the previous Commission meeting he provided the Commission with a memo stating that the Charter is crafted in such a way that it does recognize the appointment of a temporary Mayor. He explained that currently the Commission only has an opening for Mayor, which will be appointed at the June 28, 2011 special election.

Commissioner Hockman read the memo and stated that the Charter does not specify if an appointment is necessary by the Commission for a temporary Mayor and noticed that it was written only one way.

Attorney Baird repeated that at the last Commission meeting, he wrote a memo explaining that the Charter does not recognize for the appointment of a temporary Mayor.

Commissioner Longtin requested another legal opinion on that section of the Charter and felt that the language needed to be tightened up. She stated that she felt future Commissions would have issues.

Vice-Mayor Rumsey asked Commissioner Longtin what was the response from the attorney at the City of Lake Worth.

Commissioner Longtin stated that she did not receive a response from the attorney at the City of Lake Worth.

Vice-Mayor Rumsey stated that he wanted to be clear that the Charter for the Town of Lake Park is different than that of the City of Lake Worth and stated that he was confused as to why she had contacted the City of Lake Worth.

Commissioner Longtin stated that she assumed that the Charter for Lake Park was different than that of the City of Lake Worth and she was doing research. She stated that he was pointing out that he knew that she had contacted Lake Worth and that it was fine that he had contacts there.

Attorney Baird stated that he was at a seminar in Tampa when the Lake Worth attorney told him Commissioner Longtin had left a message. He explained that both attorneys had a conversation regarding the Charter.

Vice-Mayor Rumsey stated that he was told by a Commissioner in Lake Worth and not by Attorney Baird.

Commissioner Longtin stated that her contacting the attorney at Lake Worth had nothing to do with anything except that Vice-Mayor Rumsey was simply letting her know that he had been made aware of her call.

Vice-Mayor Rumsey agreed.

Commissioner Longtin stated that in her opinion, someone should be appointed as Mayor and barring that it will not happen, which is fine, but that the Charter should not be ignored and the verbiage should be tightened up.

Vice-Mayor Rumsey stated that he agreed that the Charter language should be tightened up. He stated publicly he does not want to be in the Mayor's seat. He stated that the additional stress that has been put upon him has been more than what he ever wanted. He stated that it made him realize that he never wants to be Mayor. He agreed that the Charter needed to be tighten up, but that it should wait until there was a full Commission.

Commissioner Longtin stated that it was the Federal government that started this entire process and did not know if they needed to be contacted to make changes to the Charter. She stated that she would like a legal person to review the Charter. She stated that she did not have any people to suggest for Mayor for the Commission to consider. She indicated that she was open to any suggestions if that is what the Commission chose to do. She stated that it could be possible for the Commission to agree on a person and that she did not want to ignore the Code.

Commissioner Hockman stated that he has spoken with his father who was a Commissioner in the 1980's and at that time, the Commission would vote on who would be Mayor, which explains why the Charter is written this way. He stated that the Commissioners appointing a temporary person as Mayor was not mentioned because of this. He stated that unfortunately when the Charter was rewritten that section was not changed. He stated that on the other hand, for the next few meetings the Commission could end up with having a two/two split on agenda items, which was most unfortunate.

Commissioner Longtin stated for the record the Lake Worth attorney never responded to her call, which would have been a considerate thing to do. She asked if the Commission could direct the attorney to change the wording to include the Mayor.

Vice-Mayor Rumsey explained that in order to change the Charter it would have to go to referendum.

Commissioner Longtin stated that the Federal government changed the Charter without going to referendum.

Attorney Baird explained that the amendments to the Charter regarding the Commissioners was done by a Federal court order, which was why it did not require a referendum. He explained that Federal law in the case superseded the Town Charter and state law.

Commissioner Longtin asked if the Federal government could clarify their position on the issue.

Vice-Mayor Rumsey stated that maybe they could and if she left a message that they may respond in thirty days.

Commissioner Longtin clarified by saying that she did not mean for this specific situation, but for the future.

Vice-Mayor Rumsey stated that he was not trying to cut her off from speaking, but they all agree that it was an issue that they needed to have addressed. He stated that they also agreed that it needed to be addressed as a full Commission. He suggested that it be brought back when they had a full Commission.

Commissioner Longtin agreed.

Attorney Baird explained that the Federal government decision on Town Charter was an isolated incident and that the Federal government does not have review authority over the Charter. He stated that in this case, the Town had a stipulated agreement order with the Federal government that the Town would change the Charter and based on that the judge issued an order that required the change of the Charter to change the elective system on how Commissioners are elected. He explained that other than that, the Federal government would have nothing to do with the Charter, the Commission controls the Charter.

Signers on Bank Account

Commissioner Longtin stated that it may be rude, but the signers on the account need to be changed. She stated that the agendas are still reflecting a Mayor who is no longer Mayor. She explained that there are signatures on the checks that should not be on the checks. She stated that the email address for the former Mayor has not been updated and those emails are not going to receive responses. She stated that she knew it was rude, but could the emails stop and made a motion to have the Vice-Mayor and Commissioner Hockman as signers on the account.

Finance Director Anne Costello explained that the former Mayors name was removed last week and that the Clerk has a form for the Vice-Mayor to sign so that the signature card

on the account can be updated and a new stamp be created with the Vice-Mayor's name on it. She explained that after the special election, a Resolution would be placed on the agenda to add the new Mayor's name.

Commissioner Longtin stated that her motion stands requesting Vice-Mayor Rumsey and Commissioner Hockman to be on the account.

Finance Director Costello explained that it would require a Resolution, which will be brought back after the special election.

Commissioner Longtin wanted to know why it had to wait until the special election.

Finance Director Costello stated that the electronic computer system name signature cost than $600 each time it is changed.

Vice-Mayor Rumsey interrupted and said that a second to the motion was necessary before the discussion continued.

Motion: A motion was made by Commissioner Longtin to change the name of the signature on the bank account to Vice-Mayor Rumsey and Commissioner Hockman; Commissioner Hockman made the second.

Commissioner Osterman asked that the Finance Director repeat what she stated with regards to the cost involved with a new signature card.

Finance Director Costello repeated that the cost of the new signature card would be $600 and she did not want to have the Town pay that twice, which was why she was waiting until after the special election to bring a Resolution to change the electronic signature system. She requested waiting until after the special election because the Finance Department does not have enough funds to cover the expense twice.

Commissioner Longtin stated that her motion stands.

Finance Director Costello explained that they need three signatures, which are the Mayor or Vice-Mayor, the Finance Director, and one Commissioner. She stated that they currently have Commissioner Osterman, Vice-Mayor Rumsey, and herself, which means she is in compliance with the Code.

Commissioner Longtin stated that she wanted it to be as her motion stated with Vice-Mayor Rumsey and Commissioner Hockman.

Attorney Baird stated that if he understood the motion it would be to have a Resolution brought back with the names as signatures on the checks.

Vice-Mayor Rumsey stated that the Resolution would be brought back at the next meeting of June 1, 2011. He asked Attorney Baird if it would require the Resolution to be brought back a second time.

Attorney Baird stated that it would not require a second time.

Finance Director Costello indicated that she can bring the Resolution back at the next meeting and not bring it back after the special election.

Attorney Baird stated that a vote needed to be taken on the motion.

Vice-Mayor Rumsey repeated that there was a motion and a second , and all in favor say Aye.

Motion: A motion was made by Commissioner Longtin to change the name of the signature of the bank account to Vice-Mayor Rumsey and Commissioner Hockman; Commissioner Hockman made the second.

Vote on Motion:

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

Motion failed 2-1

Commissioner Hockman stated that he did not vote because he did not know what was being voted on.

Attorney Baird explained that Commissioner Hockman seconded Commissioner Longtin's motion, which was to change the signature on the bank account to Vice-Mayor Rumsey and Commissioner Hockman and the Finance Director.

Commissioner Hockman stated that his understanding was that a second was necessary to discuss the item.

Commissioner Longtin stated that Commissioner Hockman made the second to her motion.

Commissioner Hockman stated that his second was to discuss the item. He stated that now there was a vote.

Vice-Mayor Rumsey and Attorney Baird explained that the process is to discuss an item and then vote on it. There was some discussion to clear the confusion Commissioner Hockman had with the vote and why the motion had failed.

Commissioner Longtin stated that before they moved on to the next agenda item, shame on the Finance Director for not bringing the item forward in a timely manner. She also shamed the Clerk and the Town Manager for not addressing the issue in a timely manner.

Resolution No. 20-05-11 Establishing a Qualifying Period for Commissioner
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING A QUALIFYING/FILING PERIOD OF NOON FRIDAY MAY 20, 2011 THROUGH TUESDAY MAY 31, 2011 AT NOON FOR THE OFFICE OF COMMISSIONER; AND PROVIDING AN EFFECTIVE DATE.

Vice-Mayor Rumsey read the Resolution.

Commissioner Longtin requested that he repeat it because she did not have a copy of the Resolution.

Vice-Mayor Rumsey stated that there was a printed copy on the dais when she arrived.

Town Manager Davis stated that it had been emailed to the Commission.

Commissioner Longtin stated that she had received the electronic copy, but had not printed it.

Vice-Mayor Rumsey asked if she still needed him to read it again.

Commissioner Longtin said no.

Commissioner Hockman asked if Resolution 20-05-11 pertained to a Commission qualifying period and was confused because there were four Commissioners.

Vice-Mayor Rumsey explained that everyone was notified earlier in the day by the Town Manager that Commissioner Osterman had submitted her resignation.

Commissioner Hockman stated that the phone call he received was that Commissioner Osterman had resigned last night, therefore why was she still on the dais. He questioned if Commissioner Osterman has resigned then why is her name still appearing on checks. He stated that if she has resigned that it was fine, but that he had not seen any resignation letter and did not know when it was effective.

Commissioner Osterman stated that she submitted her resignation letter yesterday afternoon and it was effective June 27, 2011. She stated that her seat for Commissioner will go up at the same time as the Mayor's seat during the June 28, 2011 special election. She stated that she has other comments which she will reserve until Commissioner comments.

Commissioner Longtin stated that she did not understand and in all fairness to the public most people do not know, although the Commission knows, about the resignation. She

stated that if we have an opportunity for the public to run for the election then they should speak about it. She stated that all the under-the-covers is silly. She explained that at the last Commission meeting, the Commission had to pass a Resolution for the Mayoral race because of the constraints of time and to give everyone enough time to run for Mayor. She stated that now they are throwing in another election without that same kind of time and stated that she did not find it fair to the people that may want to run to squeeze this in. She stated that she felt that they needed to give as much time, even if they were within the legal timeframe. She stated that people have had a month or so to consider and consult with their families to decide to run for Mayor. She stated that now they are throwing in another seat within a few weeks or something and felt confused by it.

Vice-Mayor Rumsey explained that at the last meeting it was his understanding that a Resolution had to be passed to establish a special election within 60 days.

Attorney Baird agreed.

Vice-Mayor Rumsey explained that the Charter states that the Town must have an election within 60 days of the Mayor's death.

Attorney Baird agreed.

Vice-Mayor Rumsey explained that for a Commission seat, they must have an election within 60 days as well.

Attorney Baird agreed.

Vice-Mayor Rumsey pointed out that they were still within the 60 days although two weeks have passed.

Attorney Baird agreed.

Vice-Mayor Rumsey explained that it is because of those reasons that Resolution 20-05-11 would fit into the 60 days. He stated that he disagreed with one of Commissioner Longtin's statements that they have had a month to prepare because no one has had a month to prepare for what was taking place. He stated that the Mayor passed away on April 30, 2011 and at the first meeting in May the Commission set forth the special election, which would be held 60 days later. He explained that a 10-day qualifying period had been designated to qualify for Mayor, which is still within the 60 days and another ten days would be set aside to qualify for Commissioner.

Commissioner Longtin stated that there has been no advertising of this and many people are just hearing it for the very first time.

Vice-Mayor Rumsey explained that there was no advertising for the Mayor either.

Commissioner Longtin stated that everyone knew the Mayor passed.

Vice-Mayor Rumsey agreed and stated that he was sure many phone calls had started spreading the news about Commissioner Osterman resignation.

Commissioner Longtin stated that she had not been on the phone.

Vice-Mayor Rumsey stated that there has been a lot of talk out there and he repeated that they were still within the 60-day time period. He explained that everyone has the same amount of time to qualify. He asked if Commissioner Longtin was requesting a second election.

Commissioner Longtin stated that it was not what she was requesting, but felt it was what was being thrust upon the Commission and felt that in all fairness to the citizens of the Town, since most have no idea about this, that until something actually happens she does not believe rumor to be true. She questioned why if Commissioner Osterman had resigned was she still sitting on the dais and felt confused by it and felt that most citizens do not know this is happening and they need time.

Commissioner Hockman stated that he received the call today and was not really sure what was happening. He stated that he had questions, which he asked of the Town Manager and the Clerk because he had concerns about the time. He stated that he called the Supervisor of Elections to double check and verify what is required by the State. He stated that Supervisor of Elections Susan Bucher said to him that there is nothing written in stone on time limit. He stated that she said that the only thing she needs to know by May 31, 2011 are the available seats to place them on the ballot, otherwise it cannot happen. He stated that it was good news to hear because he only wanted one election. He stated that he told Susan Bucher that he was not completely sure that it was happening because he has not seen anything in writing saying it was true. He stated that a lot of things that have happened in the last year without having it in writing and he was skeptical. He stated that he was hesitant just like the grant money that he was told about last week. He stated that when he received the agenda packet, he called the Town Manager and asked her what was going on and she replied with a memo. He stated that he is new to this and there is probably a resignation letter, which everyone has seen long before he, but he was not given any dates and only assumed by the conversation that the resignation was effective last night. He stated that this is the first time he hears that it is for the end of June and again has not received an email with the notice.

Vice-Mayor Rumsey stated that he received his call at about 8:15 a.m.

Town Manager Davis stated that she was confused by Commissioner Hockman's statement because in the conversation it was specifically stated that it was effective June 28, 2011, but in fact it is effective June 27, 2011. She stated that she meant that it was effective for the special election of June 28, 2011.

Vice-Mayor Rumsey stated that one of the comments made by Commissioner Hockman was that Susan Bucher had indicated that the qualifying period had to end by May 31, 2011 and that date has been placed on Resolution 20-05-11. He stated that we are in compliance with all the legal timeframes.

Motion: A motion was made by Commissioner Osterman to approve Resolution 20-05-11; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 3-1

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Longtin stated that she would like a proclamation given to Todd Dry as he was the Vice-Chair of the Planning and Zoning Board. She stated that Edie McConville has been very active in Town and has done many things for the kids of Lake Park including being involved with Kiwanis and the Lutheran Church. She stated that the kids know her and love her. She asked for consensus from the Commission to give a proclamation to Edie McConville.

The Commission came to consensus to give proclamations to Todd Dry and Edie McConville.

Commissioner Longtin read from a prepared statement as follows (Verbatim): " Meetings are run by whoever is running the meeting, duh, which in this case is the Mayor or in the Mayors absence the Vice-Mayor. Roberts Rules of Order is often the prevailing guide to running a meeting. To allow or not allow discussion at various times during a meeting is decided by whoever is in charge of the meeting. Lately discussion has not been allowed. There are pro and cons to allowing discussion or not. Ultimately someone will think it should be done other than it is; you can't please everyone. At the end of our meeting we have Commissioner comments, discussion is usually not allowed. At the end of our April 20, 2011 meeting comments were made that I wish to address, but only a couple of them will I address at this time. Vice-Mayor Rumsey stated that I voted against the lighting issue for the Town because he voted for it. Mr. Rumsey I have not given you that power in my votes. The reason I reluctantly voted against the issue was because of the exorbitant cost, it was like $7 or $8 million. I could not and still cannot see strapping the tax payers of Lake Park with that much debt. Lake Park already has (I think) it is the fourth highest tax rate of all the municipalities in Palm Beach County. I don't see our tax rate going down anytime soon. I ask that we contemplate the lesser $1 million dollar plan with the consensus of the Commission was not to. At the beginning of the lighting discussion Vice-Mayor Rumsey you asked for my thoughts on the issue. I told you that I

was elated that we were discussing lighting, in fact when I was campaigning in 2010 I was giving you accolades for keeping the lighting issue alive. You stated that you have been voting against fixing the sprinkler system on Flagler Boulevard because I was in favor of it. Please remember that we are here on behalf of the Town as a whole don't accuse me of that which you are guilty of. Roberts Rules notwithstanding I will call out when you proclaim me guilty when indeed I am innocent."

Commissioner Longtin continued as follows (Verbatim):
"Patricia Plasket-Osterman I know of no one that faults you for moving out of Town. As a parent you have to do whatever puts your mind at ease regarding your child. You have moved to a gated community in Stuart, Martin County and that obviously puts your mind as ease. Why you continue to sit up here is still a question in my mind, but what I would like to address is your fear of Lake Park. I have lived in Lake Park for over 30 years and have owned my home for much of that time. Prior to purchasing my home I lived in what is now the Opabola Square Apartments behind Someplace Restaurant as well as what is now the Humani Court Apartments on 9th Street. I've never been afraid. I've walked my dog late at night or even early mornings without fear. Sometimes even now when I can't sleep, which is way too often, I'll walk at night or early morning. Imagine if only everyone would live by the golden rule, do unto others as you would have others do unto you. What a beautiful world we would have, but they don't. Bad stuff can happen anywhere even in a gated community. You are afraid to live in Lake Park so you moved, good for you, that's what you should have done. You owe the Town of Lake Park an apology, it is not a place to fear."

Commissioner Longtin stated that she hope everyone had a lovely Mother's Day

Vice-Mayor Rumsey stated that with everything going on the last few weeks we have not been able to recognize some people that should have been recognized. He stated that Mr. Pisano and the Marina had an amazing fishing tournament a month ago, which brought in about $15,000 in revenue. He congratulated them on a great job and appreciated all the hard work that goes into the event. He also mentioned what a success the Sunset Celebration was at the end of April. He stated that they have really made that event a great success. He mentioned that Public Works had a few events like the Great American Cleanup and the Arbor Day Celebration. He stated that he has attended the last four Arbor Day Celebrations over which this year he had the honor of presiding, and it is really a nice event with the children of Lake Park Baptist and Bright Futures. He thanked all staff for stepping up over the past few weeks and he really appreciated it and everyone has noticed. He stated that a letter was given to them that was requested to be read into the record. (See Exhibit "A")

Vice-Mayor Rumsey explained that for about a year now there has been a project that some have been in favor of and some have been against, and that project is the United States Army Reserve. He stated that he would be the first to admit that he was against the project. He explained that the United States Army Reserve was looking to purchase a piece of land on Congress Avenue and Silver Beach Road to use as a Reserve center. He explained that he met with one of the Commanders about three weeks ago to discuss the project. He stated that each of the Commissioners were contacted to meet with the Army individually to discuss the project. He stated that it was about that time the Commission

learned that the Army had chosen the Congress Avenue property to build the Reserve site. He stated that a press release has been issued by the Army Corps of Engineers and a memo sent by Ken Beyer. (See Exhibit "B"). He read from the memo. He stated that there will be a Army Reserve site that will be opening on Congress Avenue and in the discussion with the Army Corps of Engineers, the Town was able to get some changes made to the design that will make the Town proud. He stated that one of the changes was the layout of the property where the main entrance will now be on Congress Avenue instead of Silver Beach Road. He stated that the Army Corp will have some type of Emergency Operations Center (EOC) included for the community. He mentioned that the design of the building has also been changed to a Mizner style building instead of a standard government building. He stated that he was proud of the changes and he told the Commander that when the Army Reserve comes to Lake Park that he would fully support them, which he plans on doing.

Commissioner Longtin stated that she understood that he had spoken with the Army, but she had not received a copy of the letter and did not know what was included. She was confused as to why she had not received a copy of the letter.

Vice-Mayor Rumsey explained that the only reason why he had a copy of the letter was because of a phone call he received from the Commander in which the press released was mentioned in the conversation. He explained that he strongly suggested that a copy of the press release be sent because he was not aware that it was being released, let alone with his comments in it. He stated that he made another phone call on Monday, May 16, 2011 and spoke to the Commander's assistant and had receive the press release Tuesday, May 17, 2011. He stated that he would provide his copy to the Clerk so that she could distribute it to everyone.

Commissioner Longtin stated that she had spoken with the Commander and she was told where everyone stood on the project and she really appreciated the time the Vice-Mayor took to speak with him. She stated that she was not told who made what comments, but was told of the general comments and wanted to publicly thank the Vice-Mayor.

Commissioner Hockman stated that there were a few activities that had taken place over the weekend. He stated that the Community Garden held a wonderful barbeque and although it rained it was a nice event. He stated that he attended the Art on Park Gallery reception with the high school students, which was a very nice event. He stated that he attended the Citizens on Patrol (COP) meeting and it was a very interesting meeting. He stated that over the past few weeks, he has received comments of concern. He stated that he stressed to them that the Town is safe and that people were very upset to hear the comments made by a fellow Commissioner that the Town was unsafe to raise a child. He stated that comments like that are not good from the leaders of the Town. He stated that the Town is as safe as any other Town and was sure Lieutenant Palenzuela would back that up. He stated that there is no place that does not have problems in this country, whether it's a gated community or not and even places where there is a bridge to get into they have activities. He stated that he had to explain to people that the comments were hurtful to him as well as a resident. He stated that he walks around Town with his family all the time and he has not noticed any problems with the community. He stated that it is a key thing for everyone to get to know their neighbors and if they see strange people

around your neighborhood contact the Sheriff. He stated that these are the things that make a community safe. He stated that he was upset by that.

Commissioner Hockman stated that there have been quite a few emails and phone calls over the past few weeks regarding a boat at the Marina that was seized last week. He stated that he was had received some information and his reaction was if someone owes money and they are not paying, then naturally we have to do what we have to do. He stated that at the same time he heard that they are making payments, but that it is not the full amount, regardless the boat was seized. He stated that in reviewing some of the emails he is asking that the Town change a few things. He stated that the statement that was sent showed a balance of what was owed and it showed no payments since September 2010 and one payment from two months ago. He stated that he would like to see, so that there is no confusion all the information, because in reviewing the one statement it does not show payments were made. He stated that to have all the other information that provides the backup it does look like the person was not paying. He stated that in the future he would like to see the total bill and if they are making payments that it is reflected and what invoice the payment is made towards. He stated that if interest is being charged, as in this case, then the monthly interest that they are accruing and not wait until it gets to the point in which it did. He stated that his other concern was that he did not have all the paperwork and that there is always two sides to the story. He asked if the proper procedure was followed. He stated that he has heard that there was no notification by letter or any other means that if the full payment was not made by a certain time then the necessary action would be taken. He stated that we jumped the gun thinking that the person would jump ship because he was after a day contract with another city. He explained that emails and comments went out asking why didn't we work with the boat owner and use the boat as a restaurant. He recalled sitting in the audience about a year ago when the Department of Environmental Protection (DEP) presented and there was a discussion about a floating restaurant at the Marina and whether a Commission would need to be paid to DEP. He explained that he resents the email that says that a floating restaurant was never discussed because it was discussed. He stated that he hopes that this does not cause any other problems with the tenant and the boating industry. He stated that boaters talk just like artist talk and if someone is treated incorrectly and unfairly they talk and it will give our great Marina a bad reputation. He felt we need to make peace with the boat owner and not treat someone badly and call them names, as has been done in some of the emails. He stated that it is an embarrassment to the Town. He hoped that things be worked out and he asked for information as to why an outside attorney was hired and our Town attorney was not used instead of the Maritime attorney. He stated that he searched the attorney by name and found one in Hobe Sound and he was not sure if it was the same person, since it showed that the attorney was general law not maritime. He was confused as to why another attorney was hired and multiple attorneys are now involved. He stated that the Town attorney needs to be utilized as much as possible. He stated that he was shocked by the fees that were shown to be owed and that the amounts are really high, including the interest. He stated that the amount the Town figured was different than that of the attorneys. He explained that in the future everything should be done in writing. He stated that the comments he has been told are that the controller was not notified. He mentioned that about a year ago agreements were made and that the boat owner has been making his payments each month, but not the full balance. He stated that he understood that the boat

owner had some hopeful wishes of ways to pay the Town back and that everyone has hopeful wishes. He stated that the economy is not there, but the boat owner was making payments. He stated that his concern was that the boat owner was making his payments. He stated that something could have been worked out where the boat owner could have paid an additional $5,000 a month and pay a little bit more. He stated that he wants the Town to be known as a friendly Town and does not want the attitude that has been going around for the past two years where people are saying that we are not business friendly or resident friendly. He wanted every effort to be made to change the attitude and that the Town should hold true to the agreements it has with vendors. He stated that it was very important that the Town Manager do whatever and use the old customer saying of "the customer is always right up" to a certain point of course and that we need to treat our customers with respect. He stated that he did not want to just go out and do things and jeopardize as we have.

Commissioner Osterman stated that she wanted to take a few moments tonight to speak to those at home. She explained that yes she has resigned her seat as Commissioner effective June 27, 2011, so that her seat will go up at the same time as the Mayoral seat, thereby saving the Town the cost of another election. She explained that had the Mayor not passed she would not be handing in her resignation, but since then she has been reflecting on the important things in life. She stated that for the first time in her life she had two of her contemporaries die within a week of one another. She stated that she has to do what she feels is best for her and her family and that this has become a place of frustration and embarrassment. She stated that they have been able to accomplish so little in the past fifteen months. She explained that she has mixed emotions because this is her hometown and loves the Town and is very committed to those who voted her into office. She stated that she takes her commitments very seriously. She stated that as much as her political foes want to say that she does not live in Town, she does live in Town at her mother's home and will remain there until she is no longer needed. She stated that it is a relief to her that she will not have to deal with what she considered a black hole of sucking energy and that there is so much strife that nothing positive has happened. She explained that she is afraid of where the Town will go. She stated that she wants to talk about the upcoming election and the direction the Town will take. She explained that it is her sincere hope that with two seats going up at the same time that the Town will make a clear choice of its direction. She hoped that there will be no ambiguity and there will be no on-the-fence. She hopes it will be a very clear statement of the direction the Town wants, so the Commission can get a clear idea and move forward in that way. She stated that the first thing she wants to address is the rumors and false information that are spread, repeated and not questioned. She stated that she wanted the residents to really question the information they are given. She explained that the spin that is being placed on things is very deliberate, manipulative, and intentional. She stated that one example is that she made a comment that her son was not safe there meaning her mother's house. She stated that it has been repeated as her son was not safe here, which seems like a simple word choice difference, but it has a huge difference in meaning. She explained that the reason she said her son was not safe in her mother's home is because of her pool and her seawall. She stated she had witness him go under in the pool and was unable to get out and she had to jump in, which took place the day before the last Commission meeting. She repeated what she stated in the last meeting which was that her son was not safe there, which is a big difference. She stated that tonight everyone heard questions

being made as to the timing of the election and that $30,000 would be spent on an election. She asked if that was because the voters really would not have enough time to get ready, she stated that she does not believe that is the reason. She felt it was because they wanted to run a person of their choice and wanted to get one person into each available seat. She stated that it was what she thought and it did not mean it was true, but she said she would ask herself why someone would want to spend another $29,000 on an election, when everything is within the legal means. She stated that she is concerned about the division that has begun to happen and continues to happen in the Town. She stated that when the Department of Justice stepped in and changed the voting direction of the Town the driving impetuses for the Commission was to find a solution where the Town would not be divided. She stated that instead it is exactly what has happened. She explained that it is absolutely true that the majority of the voting block is east of Federal Highway. She explained that it is where the high number of votes comes from and that there are more people living west but more voters that vote living east. She asked how do we get the entire Town to participate if only a small part is directing everything; should it be changed, should there be an attempt to get the others involved and not just the small percentage of voters that vote on the local election? She felt that categorically yes because this Town will survive as a whole or not as a whole. She stated that the people that are living in Town need to step up and get involved, but asked those on Lake Shore Drive to broaden their perspective. She expressed concern that the viewpoint especially with the promenade, is very myopic, very short-sighted and for nothing else for practicality. She hopes that everyone will consider their property values because the Town needs to do whatever it can do to improve economic development so that the entire image of the Town can improve. She stated that with regard to the promenade it is either we build the promenade or we pay back to the County the $2.4 million. She repeated her statement of building the promenade or paying back the money. She stated that it was in the contract that everyone including Mayor DuBois signed. She stated that the agreement with the County was to provide water access for everyone and the opportunity for everyone to have and enjoy waterfront; that is what the funds were for. She explained that the Town has five years to build the promenade and if it is not built, then the Town will need to get a bond and ad velorum taxes to pay whether there is a promenade or not. She stated that they need to figure out what type of promenade will work and everyone should ask themselves how much value is in that traffic light. She asked if it is worth $10,000, $20,000; how will your property value be affected and is it worth driving six blocks north to get to the traffic light. She stated that she does not want to be paying additional taxes and not have something in return. She reiterated that this is a very special election in many ways and it will determine the direction of the Town and hoped that everyone would take a look around the Town and view it as if for the first time. She asked that people look around the Town as if they were going to make an investment and what will move the Town forward in the best possible way, so that everyone will succeed. She hoped that as the election moves forward that everyone holds the candidates and the remaining members of the Commission to a vision. She said if they do not have a vision of what the Town should look like in two, five, or ten years, then they do not deserve your vote because everyone should have a vision. She stated that you cannot lead without direction and she has only heard over the past 15 months what not to do and no real clear direction of where the Town is going. She stated that as people begin to campaign that moving the Town forward be a major focus. She expressed how the other members of the Commission will actively engage in creating a vision that can be transferable to other

other people and that everyone can get behind. She recapped by saying that a vision for a promenade that will work for everyone at the Marina or everyone will have to pay taxes for nothing. She reminded everyone that paying taxes for nothing will hurt everyone and including the property values. She stated that if the current Commission cannot work with the Town Manager then be upfront about it and be prepared to pay out about $10,000 to terminate the contract. She stated that then the cost of a headhunter would be about $20,000 and if that is where the money needs to be spent then fine, but know what the candidates intend to do and where they intend to lead the Town. She stated that we are in a economic situation where change is happening rapidly and the direction will be decided by this Commission. She encouraged residents to ask questions and not to believe what is being told and ask "why am I being told this and what am I not being told." She stated that unless questions are asked, it will be the blind leading the blind. She stated that she loves this Town and is very happy to serve and will continue to serve until the election and apologized to her supporters for stepping down early, but it is what she needs to do for her family. She stated that she has her son living with her now that it is summer and he is safe in the pool and he loves swim partners if anyone is interested. She announced that her mother finished her chemotherapy protocol and for the first time there is some positive result on her blood disorder, and although she remains in hospice care it's the first positive thing that she has seen in months. She stated that her mother is feeling stronger and that it did a world of good to see everyone last week even under the circumstances. She appreciated the love that everyone has shown her. She finished by saying that Lake Park will find its way one way or another and that she hopes the Commission is diversified and will represent all aspects of the community, not just one part.

Attorney Baird stated that he wanted to thank Commissioner Hockman and that he appreciated the endorsement of using his law firm as much as possible.

Town Manager Davis stated that she did not want to get into what happened with the boat owner at the Marina, but would address a few of the comments made by Commissioner Hockman. She invited Commissioner Hockman to meet with her and staff so that he can hear the other side of the story. She stated that it was clear from his comments that he heard one side of the story and not the other. She stated that they acted properly and they gave this client countless opportunities and it was not that they were mistreated and there was no interest placed on those bills because they were trying to work with him. She repeated that it was clear that he needs to hear the other side of the story, and she and staff would have been remiss in their duties to the Town and their stewardship of taxpayer dollars had they not done what they did. She welcomes any of the Commissioners to sit with her and staff on this issue.

Town Manager Davis congratulated Vice-Mayor Rumsey on his negotiations with the Army Corps with the EOC command and thought it was a brilliant idea and that it will be an asset to the Town. She referred to an email sent earlier in the week regarding an Attorney-Client Session that would need to take place regarding the Marina lawsuit and would like to get a date this evening.

After some discussion the Commission decided on Monday, May 23, 2011 at 7:00 p.m.

She announced that Lake Park is hosting the American Cancer Society Relay for Life on Friday, May 20, 2011 at 6:00 p.m. and concluding at 11:00 a.m. on Saturday, May 21, 2011 at Lake Shore Park, and that the Lake Park team has raised $1,400 and all together the society has raised $17,000. She announced that on Saturday, May 21, 2011 from 5:00 to 8:00 p.m., there will be a Classic Car Show on Park Avenue. She announced that also on Saturday, May 21, 2011 there will be the Palm Beach Justice Association 10th Annual Fishing Tournament, weigh-in is from 3:00 to 6:00 p.m. She announced the Marina Sunset Celebration on May 27, 2011 from 6:00 to 8:00 p.m. She announced that at the Library there will be a family game night on Tuesday, May 24, 2011 at 5:30 p.m. sponsored by Bridges of Lake Park. She announced that there will be a Couponing Workshop on Tuesday, May 31, 2011 at 5:30 p.m., also sponsored by the Bridges at Lake Park. She announced the eight week Summer Camp will begin on June 13, 2011 and will end on August 5, 2011 and for information contact the Parks and Recreation Department at 561-881-3338. She said that her final announcement was to congratulate the opening of Casper's on Park at 850 Park Avenue and recommended that everyone go for breakfast, lunch or dinner.

Exhibit "A"

Tuesday, May 17, 2011

Maria V. Davis and Town of Lake Park Commission
Town of Lake Park
535 Park Ave.
Lake Park, FL 33403

Dear Ms. Davis and Commissioners of Lake Park :

Thank you for your kind and thoughtful expressions of condolence on the passing of my wife, Desca DuBois. I feel honored to have received such warm concern for my welfare from so many of the commissioners and the town's administrative officers and staff.

It was with great compassion that such sympathy was given to me when so many of those who offered it were themselves grieving the loss of their own dear friend.

Thank you also for opening the CRA's Art Gallery for Desca's Memorial Reception, for scheduling the Mirror Ballroom at such short notice, and for the beautiful flower arrangements.

I hope you will extend these thoughts of gratitude to the community at large as Desca's neighbors in Lake Park have also been so kind and thoughtful in their expressions of condolence as well.

Sincerely,

James DuBois

Exhibit "B"

Kendall R. Rumsey
Vice-Mayor, Town of Lake Park

535 Park Avenue
Lake Park, FL 33403
(561) 881-3306 Phone

----Original Message----
From: Beyer, Kenneth E LRL [mailto:Kenneth.E.Beyer@usace.army.mil]
Sent: Monday, May 16, 2011 2:00 PM
To: Kendall Rumsey
Subject: Press release on U.S Army Reserve

Sir,

Attached is the press release that went out announcing the U.S. Army Reserve location in Lake Park, Florida. I apologize again for the error in this release being out without it being reviewed by you. A multitude of errors led to this occurring. This is not the standard operating procedure of this office or the U.S. Army Corps of Engineers.

VR,

Ken Beyer
Public Affairs Specialist
U.S. Army Corps of Engineers, Louisville District
502.315.6912 – Office
502.689.8407 – Blackberry
kenneth.e.beyer@usace.army.mil

NEWS RELEASE

U.S. ARMY CORPS OF ENGINEERS

BUILDING STRONG.

For Immediate Release:
May 10, 2010

Contact:
Ken Beyer, 502-315-6875
Kenneth.e.beyer@usace.army.mil

U.S. ARMY RESERVE ANNOUNCES LOCATION OF RESERVE CENTER

The U.S. Army Reserve, in coordination with congressional and local representatives, announces that an Army Reserve Center will be constructed at Congress Avenue and Silver Beach Road, Lake Park, as part of the Army's Combat Service Support Reset initiative to support the Army's growth of combat forces.

"This Reserve Center is a positive addition to the Lake Park community," said Lake Park Vice-Mayor Kendall R. Rumsey. "In partnership with the Reserve, the center may also serve as a Lake Park emergency operations center during hurricanes."

The Army Reserve completed an Environmental Assessment, required under the National Environmental Policy Act and signed a Findings of No Significant Impact identifying the preferred site located at Congress Avenue and Silver Beach Road.

Community leaders and Army representatives are coordinating for the facility to be compatible with the local, traditional Florida architecture. In addition, the facility will offer economic benefits to the region through construction contracts and contracts for landscaping and grounds maintenance, janitorial and catering services. In the near future, the Army will host an Industry Day Forum for contractors to present information on bidding opportunities for this project.

It is estimated 15-30 full-time personnel will use the facility. The new Army Reserve Center will serve about 205 members during normal drill weekends, and about 600 personnel during mobilization for federal missions.

The proposed Army Reserve Center will include administrative, educational, assembly, library, learning center, physical fitness areas for the assigned Army Reserve units. Associated support facilities include an Organizational Maintenance Shop, and an unheated storage building in addition to parking for military and privately-owned vehicles.

Contacts:
Lake Park Vice-Mayor Kendall R. Rumsey
Lake Park, Florida

Phone: 561-881-3300
Fax: 561-881-3314
krumsey@lakeparkflorida.gov
information@lakeparkflorida.gov

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 9:47 p.m.

_____
Mayor

_____
Town Clerk, Vivian Lemley, CMC

Town Seal

Approved on this _____ of _____, 2011

TAB 4

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **July 13, 2011** **Agenda Item No.** Tab 4

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

SUBJECT: **Special Call Commission Meeting Minutes for an Attorney-Client Session on May 23, 2011**

RECOMMENDED MOTION/ACTION: **To Approve the Special Call Commission Meeting Minutes for an Attorney-Client Session on May 23, 2011**

Approved by Town Manager _____ **Date:** 7/8/11

Name/Title

July 6, 2011
Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: **$0** Funding Source: **0** Acct. **# 0**	**Attachments:** **Meeting Minutes**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** YMC [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case YMC **Please initial one.**

Summary Explanation/Background:

Town of Lake Park

Special Call Commission Meeting Minutes
For Attorney-Client Session
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Monday, May 23, 2011 7:00 p.m.

The Town Commission met for the purpose of a Special Call Attorney-Client Session on Monday, May 23, 2011 at 7:00 p.m. Present were Vice-Mayor Kendall Rumsey, Commissioners Steve Hockman, Jeanine Longtin, and, Patricia Osterman, Town Attorney Thomas Baird, Attorney Joseph Downs, Town Manager Maria Davis, Town Clerk Vivian Lemley and an appointed court reporter.

Vice-Mayor Rumsey led the Pledge of Allegiance.
Town Clerk Vivian Lemley performed the Roll Call.

> **Please take notice that Vice-Mayor Kendall Rumsey and Commissioners Jeanine Longtin, Steve Hockman, and Patricia Osterman will convene a Special Call Meeting of the Lake Park Town Commission. At this meeting the Town Commission referenced hereinabove will announce its intention to meet in a private Attorney-Client Session in the Town Hall Conference Room with Special Town Counsel, Joseph Downs, Town Attorney Thomas Baird and Town Manager Maria Davis to discuss pending litigation concerning a lawsuit between the Town of Lake Park and Defendants Applied Technology Management, Bridge Design Associates, Murphy Construction, 3rd party Defendants Current Connections, Draydy Construction, Florida Floats, and 4th party Defendant Carter Sloope at 7:00 p.m. or as soon thereafter as possible. The private Attorney-Client Session is anticipated to last at least one hour. Also, be advised that at the conclusion of the private Attorney-Client Session, the Town Commission will continue its Special Call Town Commission Meeting. The private Attorney-Client session was convened at 7:02 p.m.**

The Special Call Commission Meeting was reconvened at 8:16 p.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 Hockman, and by unanimous vote, the meeting adjourned at 8:17 p.m.

_____
Vice-Mayor Kendall Rumsey

(Town Seal)

_____
Town Clerk Vivian Lemley, CMC

Approved on this _____ day of _____, 2011

TAB 5

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **July 13, 2011** **Agenda Item No.** Tab 5

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] ORDINANCE ON FIRST READING [ ] DISCUSSION/POSSIBLE ACTION

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

[ ] PRESENTATION/PROCLAMATION **[X] CONSENT AGENDA**

[ ] Other:

SUBJECT: **Regular Commission Meeting Minutes of June 1, 2011**

RECOMMENDED MOTION/ACTION: **To Approve the Regular Commission Meeting Minutes of June 1, 2011.**

Approved by Town Manager _____ **Date:** 7/8/11

Name/Title

July 5, 2011
Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: **$0** Funding Source: **0** Acct. **# 0**	**Attachments:** **Meeting Minutes**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** YMC [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case YMC **Please initial one.**

Summary Explanation/Background:

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, June 1, 2011, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, June, 1 2011 at 7:04 p.m. Present were Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, Jeanine Longtin, Patricia Osterman, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA:

Town Manager Maria Davis requested that item number 6, Town Manager Goals be deferred until the July 13, 2011 meeting. She explained that she had originally placed it on the agenda because she is a little late with this item and did not want to be in violation of her contact. She stated that since we do not have a full Commission, she felt it would better serve the Town to wait until a full Commission is present in order to go through her goals for the future.

Vice-Mayor Rumsey asked if there were any objections; hearing no objections he stated that the item would be deferred until the first meeting in July.

Commissioner Longtin requested item number 4, Seventh Addendum to the Law Enforcement Service Agreement be deferred until there was a full and valid Commission. She stated that it was a contract that does not take effect until October 2011 so she felt it could wait.

Vice-Mayor Rumsey repeated that it was the Seventh Addendum to the Law Enforcement Service Agreement and asked for any objection.

Commissioner Longtin requested the item be deferred until the meeting in July.

Vice-Mayor Rumsey recapped that item numbers 4 and 6 would be deferred until the first meeting in July. He asked if there was anything else.

Commissioner Hockman requested addition of the Palm Beach County agenda item for discussion. He referred to an email received by the Commission.

Commissioner Longtin stated that she had not read her emails for the past few days.

Town Manager Davis explained that the Town Attorney was going to address the issue during his comments and recommend that an agenda item be added. She explained that the Commission will have 90 days from the date that it goes before the Palm Beach

County Board of Commission to decide on how to proceed on the Marina project. She stated that the Town Attorney was going to suggest that it be deferred to a meeting sometime in July or August.

Vice-Mayor Rumsey asked Commissioner Hockman if he was fine with it being brought forward during the Attorney's comments.

Commissioner Hockman said that it was fine.

Commissioner Osterman stated that the general public does not have any idea as to what is being discussed and ask the Town Manager to explain.

Vice-Mayor Rumsey stated that the Town Attorney would address the issue during his comments and would explain the item then.

Motion: A motion was made by Commissioner Longtin to approve the Agenda as amended; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 4-0

PROCLAMATION(S):
Honoring Deborah "Desca" DuBois

Vice-Mayor Rumsey explained that Dan Liftman of Congressman Alcee Hastings' office was present to present a plaque to the family of Mayor Desca DuBois.

Mr. Liftman invited Mr. James DuBois and family to the podium to present them with the plaque. He stated: "in recognition of the loss of our good friend and our highly valued public servant Mayor Desca DuBois recently, the Congressman chose to recognize her importance to his District and to our nation with a statement inserted into the Congressional Record that will be visible 100 years from now where people can read it. I won't read the entire statement, most of it was cropped from the obituary in the Palm Beach Post, but I'll read the last paragraph. Mister Speaker, Deborah Duncan DuBois was a truly remarkable lady who represented everything that is great about America. She was a credit to her Town, my District, and our nation. Her absence will be felt by

everyone who appreciates good government, the arts, and devotion to making our world a better place". He handed the plaque to the family. He stated that we have all been very proud of her and we miss her.

Vice-Mayor Rumsey thanked Mr. Liftman. He asked the family to remain at the podium. He introduced James DuBois, Desca's husband, and Claudette Towne, Desca's sister. Vice-Mayor Rumsey read the Town proclamation Honoring Deborah "Desca" DuBois.

Mrs. Claudette Towne stated that she remembered the wildfire donation drive citied in the proclamation because she went out and purchased every Chap Stick she could find in Barnwell, South Carolina to ship to her for that donation drive.

Mr. DuBois thanked the Commission and smiled as he recalled that half of the tractor trailer truck was filled with talcum powder. He thanked everyone and stated that Deborah loved the Town and everything about it. He inquired about a discussion among some neighbors about planting of a memorial tree in Kelsey Park and asked the Commission's permission to allow them to source a tree and dedicate it to her, if it was something that was within their scope of realm of things to do.

Vice-Mayor Rumsey stated that it was his understanding that the Town Manager will be bringing it forward tonight as part of her comments. He stated that he hoped that they would all see that done. He thanked Mr. DuBois and Mrs. Towne.

PUBLIC AND OTHER COMMENTS:

Jim Lloyd 220 Lake Shore Drive stated: (Verbatim) "As a person who loves Lake Park there are a few things that I would like to see happen. Lake Park use to be a fun place. Remember the fireworks displays, the Irish fest that use to fill Kelsey Park from sidewalk to sidewalk? Vendors wanted to come and participate then and we can afford to bring the fun back, we merely must stop the excess spending. There are rumors that Jim Lloyd is opposed to waterfront development, that is not true. What I am opposed to are closed-door meetings to write agreements that help private developers who help write the agreements. As far as we know no member of the public or of this Commission helped write the Interlocal Agreement affecting Lake Shore Drive. And finally during these meetings members of the public are given three minutes to speak. The current policy is that no one on the dais may comment or answer. In my opinion, that needs to change. If someone comes here to speak they deserve answers. And finally I would like to invite the other Mayoral candidate, he's left, to discuss the current issues in a public forum. I have approached several organizations and while we have no firm answers yet, stay tuned. Thank you."

CONSENT AGENDA:

1. Resolution No. 21-06-11 Interlocal Agreement with Palm Beach County Urban County Program for Fiscal Year 2012, 2013, 2014
2. Replacement of Damaged Sidewalks at Various Locations Throughout Town
3. Replacement of Damaged Commercial Driveway Turnouts at Various Locations Throughout the Town

4. Seventh Addendum to the Law Enforcement Service Agreement

Vice-Mayor Rumsey stated that he was going to pull item number 1 from the consent agenda because there was a public comment card for that item. He explained that item number 4 has already been pulled and he asked for any comments.

Commissioner Longtin requested item number 3, Replacement of Damaged Commercial Driveway Turnouts at Various Locations throughout the Town, be pulled.

Motion: A motion was made by Commissioner Hockman to approve item number 2 Replacement of Damaged Sidewalks at Various Locations Throughout Town on the Consent Agenda; Commissioner Osterman made the second.

Vote on Motion:

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

Motion passed 4-0

Vice-Mayor Rumsey stated that item number 1 Resolution No. 21-06-11 Interlocal Agreement with Palm Beach County Urban County Program for Fiscal Year 2012, 2013, and 2014 had one public comment card.

Public Comment Open:
The following section is verbatim:

Steven Hall 302 Lake Shore Drive "Good evening everyone. Maybe this is putting the cart before the horse, but has the Resolution been approved yet or are you going to vote on that?"

Vice-Mayor Rumsey: "Sorry?"

Steven Hall: "Have you approved the Resolution on the agenda or are you waiting to vote on that?"

Vice-Mayor Rumsey: "Town Attorney."

Steven Hall: "It hasn't been approved?"

Attorney Baird: "Item number 1 the Commission has not taken action on that item yet because you have a comment and they are waiting to hear your comment on it."

Steven Hall: "Okay, very good, I appreciate that. Well at the meeting before last I was here and to my surprise I had to correct myself because I commented to the Town Council and Mayor, Attorney, everyone that Lake Park Harbor Marina had no waterfront property to develop. I stand corrected. We are going to actually plan to turn a public street into developmental waterfront property. I didn't have a clue that was your goal, or plan, or scheme, or design. Secondly, it looks to me like."

Vice-Mayor Rumsey: "Mr. Hall this is not pertaining to the item that is on the agenda. Item number 1 is Resolution 21-06-11 Interlocal Agreement with Palm Beach County Urban County Program for Fiscal Year 2012, 2013, 2014."

Steven Hall: "Right, which is by my reading is the boat trailer parking lot. Right?"

Vice-Mayor Rumsey: "No."

Steven Hall: "Okay, I stand corrected. What Resolution is that may I ask, or do I need to go back and do homework?"

Vice-Mayor Rumsey: "I don't mean to be rude, but I think you need to do a little homework because that item is not on the agenda for this evening."

Steven Hall: "I stand corrected."

Commissioner Longtin: "Vice-Mayor may we allow him to make his comment if he so chooses even though…"

Vice-Mayor Rumsey: "I have no problem with the comments being made I just want you to be aware that it is not this particular agenda item."

Steven Hall: "Okay then I came, I saw it on the agenda. It is kind of hard to see your agenda and read some of your Resolutions and your Interlocal Agreements. If you have working to know exactly what you're planning to do until. We ask a question before you decide to do anything, or after the fact and we don't get any answers. We don't have a clue what's going on until after it's already done. That seems like a backwards way to do business. I mean, I'm not opposed to the Marina being enhanced and improved, and to the Town of Lake Park going into some sort of agreement with the County to create more public access to the waterways. But when, it kind of strikes me as odd, when you don't have waterfront developable property and you're just going to take a street and close it; extend the parking, the boat parking, which I'm confused about that, whether you're going to add more boat parking or are you going to move the existing boat parking and your plans are to down the road develop the boat parking facilities that you now have for marketable, developable, waterfront properties. I mean, I know it takes one thing to happen for you all to get to the next phase, but can't you put out there what the possibilities are if this happens and this happens? Instead, it looks bad because we hear about it after you enter into some sort of agreement. Personally when I look at the

agreements that I'm talking about where you are; you have already bought the property to extend the boat parking. Correct? Okay I'm seeing a lot of nodding heads."

Vice-Mayor Rumsey: "Yes sir, we have."

Steven Hall: "And you have 24 months from which when you entered into the Interlocal or three months from after closing date. So, what is the closing date of that property may I ask? Because the meeting before last I came here I had a conversation with Desca DuBois and she assured me that nothing had been done. I showed up at the meeting and the Town has already bought the property. That can't be. I can't talk to her an hour before the meeting and then come here and the Town has already purchased the property. Where do you get this local information at, when you talk to the Mayor that day and then show up at a meeting and are blindsided by the what the Town has opposed has already done?"

Vice-Mayor Rumsey" "Mr. Hall thank you."

Steven Hall: "Thank you."

<u>Public Comment Closed:</u>
Verbatim continued:

Vice-Mayor Rumsey: "Have a good evening. At this time we will vote on item 1."

Commissioner Hockman: "I actually have a couple questions with regards to it."

Vice-Mayor Rumsey: "Go ahead."

Commissioner Hockman: "I guess my first question is why did it take so long for this to get to the Commission. The Town received it on May 12, 2011 and we are now just getting it."

Town Manager Davis: "Mrs. Martin can answer your question."

Virginia Martin: "Virginia Martin, Grants Writer for the Town. There was a change to one page, I believe it was page 4 on the item. The County made the change and we had to wait for that and have our attorney review it before it could be presented to you."

Commissioner Hockman: "And it took a month for the County to get it to us, basically? I mean my whole thing is we are given this and we have, based on this, we have to give them notice Friday, we really don't have a lot of time to discuss. And if they took that long and we couldn't get it say last Commission meeting, then they should extend the timeframe accordingly."

Grant Writer Martin: "They can't do that because they have this paperwork that has to be in at the Housing and Urban Development in order for them to qualify for the funding at County level."

Commissioner Hockman: "My next question then will be what is our limit on this per year with the County, is it $40,000 or $50,000 or do we go multiple?"

Grant Writer Martin: "There is ratio by the Department of Housing and Urban Development and they assign a value to us each year that is a portion of the County allotment."

Town Manager Davis: "To answer your question I've seen us get $60,000, $70,000."

Grant Writer Martin: "Yes, One year we got $70,000."

Town Manager Davis: "Yes."

Commissioner Hockman: "My question would be then would we not then be better off to go straight to the State and go for the $600,000 up to $700,000?"

Grant Writer Martin: "Our projects are small in nature for the most part and we would not be competitive on either the State or the Federal level for this type of grant."

Commissioner Hockman "Because I spoke with Tallahassee today on it and under the Small Cities, we would actually qualify. We would qualify, we would get an extra 100 points just because we have not been with them on the scoring. According to this contract we are still limited, we basically, couple of places it says we can't go for any other grants state-wide. It really limits us on what the County wants to give us."

Grant Writer Martin: "Only for the Housing and Community Development and the Community Facilities."

Commissioner Hockman: "Correct. I mean that is three major grants out there that we could not go after if we do this. Are we able to do this for one year increments?"

Grant Writer Martin: " No."

Commissioner Hockman: "So, if we approve this we are going to be stuck with the $50,000, we don't have the chance to go for the big numbers."

Grant Writer Martin: " No."

Commissioner Hockman: "I guess that's my questions at this time."

Vice-Mayor Rumsey: "Mrs. Martin may I asked you a couple of questions please? How long have you been with the Town?"

Grant Writer Martin: "Four years now."

Vice-Mayor Rumsey: " And what is your position?"

Grant Writer Martin: "Grants Writer."

Vice-Mayor Rumsey: "How many years have you been in the Grants Writer business?"

Grant Writer Martin: "Roughly 30."

Vice-Mayor Rumsey: "And how much money have you brought into the Town in the last four years since as our Grants Writer approximately?"

Grant Writer Martin: "Somewhere between $3 and $4 million."

Vice-Mayor Rumsey: "$3 or $4 million. Thank you, that's all I have."

Commissioner Longtin: "It states on here, and I do have the same concerns as Mr. Hockman especially the timeline, it seems like staff should have been the ones to speed up their efforts and give us more time to review this. But it says 'Whereas the County and municipality wish to, cooperate in implementation of the goals and objectives in the county consolidated plan'. What is the County's consolidated plan?"

Grant Writer Martin: "The County develops for Housing and Urban Development a comprehensive plan for the unincorporated areas and for all of the communities in Palm Beach County that participate with them in these Interlocal Agreements."

Commissioner Longtin: "I'm sorry, could you repeat that I guess I didn't understand what you said?"

Grant Writer Martin: "The County goes through a planning process, a strategic planning process, that involves the communities that are involved with the Interlocal Agreement. They sit down with the County and they say, these are our priorities and that is incorporated into a broader plan that the County provides to Housing and Community Development the Urban Development at the Federal level. We have target areas in the Town. We have a number of projects that are on the priority list. So if there is extra money that comes down through, we would get an opportunity to get a portion of that money."

Commissioner Longtin: "Well why could we not get a list of those priorities, those projects that we're wanting to work on."

Grant Writer Martin: "Palm Beach County is an entitlement, an Urban Entitlement County, so they have a designated amount of money that they get every year. When you go into a grant process at the Federal level in particular, you are competing against every other county and every other municipality and every other project that goes in is submitted for that grant. Most of the projects, even our larger projects, are not of a significant level that would qualify for funding at the Federal level."

Commissioner Longtin: "But what are some of the things that we are looking to do and again what is the County's consolidated plan. I mean I know they have one, but we have not been given a copy of that and I don't know what it is."

Grant Writer Martin: "I can provide you with the plan, it is good bedtime reading, it is very thick. We have one section that has our target area, a map."

Commissioner Longtin: "What is our target area?"

Grant Writer Martin: "I don't have the exact parameters, I certainly can provide them."

Commissioner Longtin: "Can you give me approximate parameters?"

Grant Writer Martin: "Well, our CRA is included in the target area but it extends into our industrial areas, farther into the industrial areas of Northern to Northern Drive, I specifically remember that because that is one of the perimeters."

Commissioner Longtin "And lest I forget, if anyone up here perhaps is going to make reference that we are not appreciative of your efforts, I will say very much so are we appreciative of your efforts. In fact you are the only person that I hear about when I go to other places. You are very well highly regarded. Now it says, back to what Commissioner Hockman said, 'the municipality by executing this agreement understands that it may not apply for grants under the Small Cities or State Community Development Block Grant (CDBG) programs from appropriations for Fiscal Years 2012, 2013, 2014 and may not participate in Home Consortium except through the County and may not receive Emergency Shelter Grant Program (ESGP) funding from any other entity except the County.' So to take this, we are forbidding ourselves to take others grants. Something else I have…"

Grant Writer Martin: "But..."

Commissioner Longtin: "Go ahead I'm sorry."

Grant Writer Martin: "Excuse me. We are not guaranteed of getting funding every year."

Commissioner Longtin: "Right."

Town Manager Davis: "And we are not guaranteed with those other grants."

Commissioner Longtin: "And it says 'the municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations',…what constitutes excessive force?"

Town Manager Davis: "I think that would have to be Lieutenant Palenzuela to answer."

Grant Writer Martin: "I think that would have to be the Attorney to answer."

Vice-Mayor Rumsey: "Lieutenant, if you could state your name please and Commissioner Longtin if you would repeat the question please."

Commissioner Longtin: "In applying for this grant we are signing off, of course agreeing to this. One of the items states, says 'the municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.' I apologize I read the entire thing to you, but my question is what constitutes excessive force?"

Lieutenant Pete Palenzuela District Commander for District 10: "I am not familiar with the facility. Is it stipulating what the grant is for what facility? Is it barring a facility?"

Town Attorney Thomas Baird: "It is for, maybe I can address it. It's a housing, primarily grant housing funding and excessive force is a term that is defined basically on a case-by-case. One would have to examine the circumstances of that case and determine whether law enforcement used excessive force or not given the circumstances and facts surrounding the case. There is no way to provide a definite definition of the term because it depends on the circumstances in that case."

Lieutenant Palenzuela: "I can assure you that the Palm Beach County Sheriff's Office has standard operating procedures in place regarding proper use of force by our deputies regarding those situations depending on whether we are effecting an arrest or crowd control. We do escalation in the use of force and the control of force. Our deputies receive training on this every year and are properly trained."

Commissioner Longtin: "And I have no doubt sir, I have all the, I know you guys are going to do okay. But here we are signing off that you will not be using excessive force and there is no definition of excessive force. So that ultimately is my question, and no you cannot answer it."

Lieutenant Palennzuela: "Yes, it is a vague and general question, so..."

Commissioner Longtin: "Yes, and I thank you for your time."

Lieutenant Palennzuela: "You're welcome."

Commissioner Longtin: "This is, I know we have gotten grants under this and we have done good things with it, but that it disqualifies us for going for other grants. And I am not sure what these grants are going to be used for. I haven't been given the information and that concerns me."

Town Manager Davis: "Actually you have been given the information as far as this year's grant. There is an item on the agenda tonight that is for an irrigation system. You have been given that information."

Commissioner Longtin: "Okay, then what other grants have we gotten?"

Town Manager Davis: "We received..."

Vice-Mayor Rumsey: "Mrs. Martin, just have a seat and we will bring the microphone to you."
Commissioner Longtin: "Let me ask a question if I may to help. This is for fiscal year 2012 through 2014, the last time we sign up for this was 2010 to 2012 right, was it three years?"

Town Manager Davis: "I don't know I would have to ask Gini."

Commissioner Longtin: "Okay."

Grant Writer Martin: "Okay, we had Bayberry Drainage Phase I and II, we had the Ball Fields Fence Project, Ilex Park was a Community Development Block Grant (CDBG) project."

Town Manager Davis: "Did we do lighting at the ball fields?"

Grant Writer Martin: "Yes."

Town Manager Davis: "Was it CDBG?"

Grant Writer Martin: "No, that was done with the Department of Justice (DOJ) grant. The fencing was done with the CDBG funds. And this year we applied for the tennis courts, but it wasn't allowed because it was considered a maintenance project, so we changed the project to the Flagler irrigation system."

Commissioner Longtin: "Mr. Vice-Mayor may I ask Commissioner Hockman a question?"

Vice-Mayor Rumsey: "Absolutely."

Commissioner Longtin: "Commissioner Hockman, after hearing what we have accomplished with our last grants how do you feel about this?"

Commissioner Hockman: "Well basically, and again for the record, I was not trying to put Mrs. Martin down. I think you've done a wonderful job. Again I have talked to many cities out there and your name comes up highly recognized out there. The only reason I questioned it, Vice-Mayor is trying to find out the research behind it. This was just given to me and this thing has to basically be approved and we have to notify the one department by Friday, if we are going to decline on it. I had to quickly do the research. I called up to Tallahassee and spoke to the person in charge, Susan Fleming. I don't know if you know who Susan Fleming is? I had a very long conversation with her today about this. She sent me the email, she sent me the information and she explained to me that we are not listed in there to get the grants at this time because we are underneath the County. We have the option to opt out, we can do that. She did explain to me that we have not gone for the grant through them that we get automatically 100 extra points because we are newbie. Basically, 98 percent of the time all new people do get the grants as long as paperwork is filled out. As I did assure her, and you are more than welcome to call, I said

we have a very good grant writer and she said yes she knows. She has heard of you. But she did explain to me that this grant basically would entitle us up to, you can get up to quite a hefty number, which can be used for resurfacing road, water treatment, drainage and so forth. Whether it's Town-wide or Flagler irrigation, that is why I questioned it. Whether or not it would be worth for one year to try it and see if we can go for $600,000 or $700,000 to fix Lake Shore for example. We have a drainage problem there. We have drainage problems in other parts of the Town and we have roads that need repairing. And from my understanding from what has been told to me, we are kind of limited on the amount each year from the County. That is why I questioned it. If Mrs. Martin is telling me we have no chance to go through the State and get it and we are guaranteed from Palm Beach County I guess that's a no-brainer. I just want to make sure that we actually do look and not just go for the easy way out. Because I do have confidence in Mrs. Martin to being able to put this stuff together and get the stuff through that needs to get through. That's my opinion I means it's, if we're going to do grants $50,000 on irrigation to me is a lot. I would rather put it on landscaping things that are better seen in the Town, yes irrigation is needed. But that's my opinion."

Grant Writer Martin: "Excuse me, Commissioner Hockman, one of the problems with our going directly to the State or the Federal for this money is that we would have to develop one every three years we would have to develop a comprehensive plan for different areas of Town. And we have not got the resources to be able to do that. The County develops a plan with our input, so we have the comprehensive plan that has been developed with our needs in mind. We haven't got the abilities at this point in time with our resources and with our staffing the way it is to be able to develop one of these plans for ourselves."

Vice-Mayor Rumsey: "Thank you Mrs. Martin."

Commissioner Osterman: "I just want to make a comment in regards to the timing of this. If this came in on May 12, 2011, is that correct? That was a Thursday. The next Commission meeting was the 18th and the agenda has to be ready by the Friday before, so staff would have had one day to get this on the last Commission meeting. So I think it is unfair to say they dragged their heels."

Vice-Mayor Rumsey: "Thank you Commissioner. Commissioner Longtin were you finished with your questions?"

Commissioner Longtin: "I don't recall Virginia, Mrs. Martin, stating that we're not going to get a State grant, she simply said we were not guaranteed, so are we guaranteed these County grants?"

Grant Writer Martin: "Yes we are."

Commissioner Longtin: "I thank you sir for your indulgences."

Vice-Mayor Rumsey: "Does that complete your questions."

Commissioner Longtin: "Yes it does, thank you."

Vice-Mayor Rumsey: "Thank you, Commissioner Hockman do you have any other questions?"

Commissioner Hockman: "No."

Vice-Mayor Rumsey: "I want to ask Commissioner Hockman, your concern is primarily that we didn't have enough time to review this?"

Commissioner Hockman: "That's my biggest concern. It's just the fact that we didn't, that's all"

Vice-Mayor Rumsey: "Okay, that you didn't have time to review. Town Clerk can I ask you when did you pass our packets to us with this information?"

Town Clerk Vivian Lemley: "On Friday 5:00 p.m."

Vice-Mayor Rumsey: "Last Friday?"

Town Clerk Lemley: "Last Friday."

Vice-Mayor Rumsey: "I'd like to ask the Town Manager has any person on this dais called you or ask any questions on Resolution 21-06-11?"

Town Manager Davis: "No sir."

Vice-Mayor Rumsey: "Attorney Baird, has anyone called you and asked you any questions on this item?"

Attorney Baird: "No."

Vice-Mayor Rumsey: "Mrs. Martin has anyone called you to ask you any questions on this item from this dais?"

Grant Writer Martin: "No."

Vice-Mayor Rumsey: "I think most of the department heads are in our audience tonight. If any person from this dais has called any of you to ask you a question regarding item number 1 on the Consent Agenda, Resolution No. 21-06-11, would you please stand at this time? I do not see any directors standing. At this time we will entertain a motion for item number 1 on the Consent Agenda."

Motion: A motion was made by Commissioner Osterman to approve item number 1 Resolution No. 21-06-11 on the Consent Agenda; Vice-Mayor Rumsey passed the gavel to Commissioner Hockman and made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other

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

Motion passed 4-0

Vice-Mayor Rumsey: "The next item on our agenda, Commissioner Longtin you pulled item number 3 is that correct?"

Commissioner Longtin: "Yes."

Vice-Mayor Rumsey: "And that is the Replacement of Damaged Commercial Driveway Turnouts at Various Locations Throughout the Town."

Commissioner Longtin: "Yes, my question on this is it appears as though we are going to be going to business areas in Town. Let me ask it this way, these items, or these areas that are going to be fixed, is it Town-owned property?"

Town Manager Davis: "I don't have the list in front of me, but the approaches, commercial driveway approaches, I know one of them for instance I reported, is not Town owned property. However our garbage truck damaged it, and it is our responsibility to repair it."

Commissioner Longtin: "And all of these have been, all of these are our responsibility?"

Town Manager Davis: "Correct."

Commissioner Longtin: "Okay, thank you and that's it sir."

Vice-Mayor Rumsey: "Thank you ma'am. Any other questions? Do I have a motion to approve?"

Motion: A motion was made by Commissioner Longtin to approve item number 3 Replacement of Damaged Commercial Driveway Turnouts at Various Locations Throughout the Town on the Consent Agenda; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		

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

Motion passed 4-0

BOARD MEMBERSHIP APPOINTMENTS:

Vice-Mayor Rumsey: "The next item on the agenda is the appointment of a Library Board member and we have one name that is before us tonight, Mr. Roger Michaud. I understand that Mr. Michaud is not able to be with us this evening. We all do have his background and his biography as part of our information packet. And if you all would like to fill out your ballot and turn it in, we will go ahead and turn that in to the Clerk. Madam Clerk if you'll interrupt me when you get that finished."

Vice-Mayor Rumsey: "The next item on our agenda is item number 7 the Flagler Boulevard Irrigation system. Madam Manager."

DISCUSSION AND POSSIBLE ACTION:
Flagler Boulevard Irrigation System

Town Manager Davis: "Yes, Vice-Mayor what you have before you this evening, at the last Commission meeting, we discussed installing, we discussed the irrigation system on Flagler Boulevard. And right before that meeting we received word from the County that our original application to repair the tennis court with Community Development Block Grant (CDBG) funds was denied and we had to come up with an alternative project. So we submitted the Flagler Boulevard irrigation system and if there are any funds left over, then we would include sodding. We have learned that in fact our application was approved in the amount of $44,606 and you have an option this evening. This is contingent upon county approval on June 19, 2011, but if they do approve the grant what we need from the Commission is direction as to whether you want to accept the grant, whether you want to reject the grant and repair the irrigation system, the existing irrigation system or do nothing. We just request direction from the Commission."

Vice-Mayor Rumsey: "Does anyone have any comments?"

Commissioner Longtin: "Yes sir."

Vice-Mayor Rumsey: "Go ahead Ms. Longtin."

Commissioner Longtin: "I would just like us to, my vote will be no on this because I think it is foolish that we are taking grant money for something that will cost $5,000 max to fit. That will be over, way over what is needed. I would like to see us simply do what

should have been done the past year, or the year before that, or the year before that. And simply during budget time, budget for general maintenance items."

Vice-Mayor Rumsey: "Thank you Commissioner Longtin. Anyone else? Commissioner Hockman"

Commissioner Hockman: "If we don't take the grant does that mean we don't have a change to go for any other money this year from them?"

Town Manager Davis: "That is correct."

Commissioner Hockman: "Again as I said earlier, I would rather see us the money used better, more useful in the sense of landscaping, fixing, replacing trees, because the irrigation system itself does function. Yes it is a little bit on the older type system, but it does function. I think it is foolish, and I have had several people talk to me in the last day or two about it as well who also said the same thing so."

Vice-Mayor Rumsey: "Anything else?"

Commissioner Hockman: "That's it."

Vice-Mayor Rumsey: "We received an email today, all the Commission, from Mr. Jeff Blakely, who is a registered landscape architect and a resident of the Town of Lake Park. Mr. Blakely has served with distinction in our community. He has served on the Planning and Zoning, he has chaired the Planning and Zoning Board. He is a very well respected landscape architect throughout the state and I'm just going to reference a couple of the comments that he made in his letter to us sent today June 1, 2011. This was sent to Commissioner Hockman and was carbon copied to Patricia Osterman, Kendall Rumsey, Jeanine Longtin and the Town Manager.

'Dear Commissioner Hockman,

I attended the Commission meeting on May 18th, at which a discussion of the irrigation system along Flagler Boulevard took place.

I am a landscape architect familiar with systems similar to the one along Flagler Boulevard and design irrigation systems as part of my practice. I have designed irrigation systems for 30 years.

In my opinion the only practical solution to the existing irrigation method is to replace it with a fully functional contemporary electric solenoid system which will provide the Public Works Department with a greater range of flexibility.

As you know the existing system is hydraulic. This type of system, largely manufactured and promoted by the Toro Company, is being rapidly phased out and currently parts are difficult to obtain for this type of valve and shortly they will not be produced at all. It is (still) possible to replace the diaphragms within the hydraulic values. Hydraulic tubing gets brittle the older it is (and this is VERY old).'"

Vice-Mayor Rumsey: "Mr. Blakely goes on to reference his opinion as a 30 year expert in the field that we should go ahead and go with the newer system. We have the opportunity this evening to finally bring this debate to a close. We have now discussed this irrigation system for almost a year. We have looked for the opportunity to pay for this irrigation system now for almost a year. We do not have the money in our budget. Two meetings ago I made the comments that if this was brought forward again I would try to step across the line with my fellow Commissioners and repair this system. At the last meeting I had some contingencies as to me stepping across that line. One of them would be Commissioner Hockman would return the key that he has to operate the system. At that time Commissioner Hockman said he would gladly return the key. To date have you returned it?"

Commissioner Hockman: "No but I will be tomorrow."

Vice-Mayor Rumsey: "Yes or No that is all I need."

Commissioner Hockman: "I said NO, but I will tomorrow."

Vice-Mayor Rumsey: "So,"

Commissioner Hockman: "Would you like to be…"

Vice-Mayor Rumsey: "Mr. Hockman has not returned that key. The other comments that I made were that I would support this if we did not have our Town employees put on the line and make them repair this. And there would be a $15,000 cap. Now at the last meeting it came to us that there is a grant available to replace this system that Mr. Blakely, who is a 30 year expert in the field is telling us needs to be replaced. I support replacing the system with the grant. Because quite frankly I would rather the Town of Lake Park get this grant money than Mangonia Park, or North Palm Beach, or Rivera Beach, or Jupiter, or Juno or any other community in our area. I think the Town of Lake Park deserves the money as well. Are there any other comments?"

Commissioner Osterman: "Motion to approve."

Vice-Mayor Rumsey: "Which option?"

Commissioner Osterman: "Accepting the grant so that we can put in a system that works and beautify our Town."

Motion: A motion was made by Commissioner Osterman to accept the grant for the Flagler Boulevard Irrigation System; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin		X	

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

Motion passed 3-1

Vice-Mayor Rumsey: "The next item on our agenda is Commissioner comment, Town Attorney and Town Manager, we will start this evening with Commissioner Hockman."

BOARD MEMBERSHIP APPOINTMENTS:

Town Clerk Lemley: "Vice-Mayor."

Vice-Mayor Rumsey: "Yes madam"

Town Clerk Lemley: "I'm sorry."

Vice-Mayor Rumsey: "Oh I'm sorry, thank you very much Madam Clerk, we have a ballot decision I assume."

Town Clerk Lemley: "Yes, Roger Michaud has been selected for the Library Board."

Vice-Mayor Rumsey: "Thank you Madam Clerk and congratulations Mr. Michaud. Okay, Commissioner Hockman"

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Hockman: "I guess I want to start off, there has been a lot of different things flying around. I've had a lot of people approach me at different functions and so forth that I just want to get a few things out on the table, I guess you can say. I guess first, a fellow Commissioner made a statement at the last meeting that nothing has been able to get done by this Commission over the past 15 months because of personal agendas of two Commissioners. In my opinion, that she failed to state that those two Commissioner had no power to stop anything that came before this Commission for the past 15 months. There has been five people of this Commission voting up until the last month. Anything that has gone through has always had the opportunity to go through so there has been no holding back on anything that gets done in this Town. It was also mentioned that a spin is put on the comments that this fellow Commissioner makes. Well I believe that the fellow Commissioner should go back and review the meeting and comments that she has made. The comments made at the meeting is what has upset the residents of the Town. It was also mentioned at the last meeting that the two of us have no vision for the Town, just a personal agenda. Well I myself know I have stated many times my vision of this Town. Part of it was to be, actually was on this agenda tonight for the managers goals for the year. Most of what I had said over the past year and the past several months have been what is on the manager's goals."

Commissioner Hockman: "As far as the Marina project the promenade project, I am personally for making things better within the Town. However, I will not ignore the resident that is most affected by the item. It is what the Town residents need to hear. We are here for the Town residents not just for one person or the developer."

Commissioner Hockman: "As far as comment about misinformation, maybe if I was treated the same as the others up on this Commission, things along this Commission would go smoother. I'm only assuming that Commissioner Longtin is probably treated the same way. Over the past 15 months there has been a lot of questions asked of the Town Manager by both myself and Commissioner Longtin. The replies are answered by the Town Manager and they are sent to the entire Commission. However, over the past 15 months there has not been two Commissioners, not counting the Mayor, that have asked no questions. I have not seen one email coming from either of the Commission asking a question in 15 months. However at these meetings those Commissioners are always well informed and seem to have everything in hand, such as the information when I brought up on the sprinkler system a few months back, they seemed to be well informed. If I ask the Town Manager a question verbally somehow the answer gets back to fellow Commissioners. Over the past several weeks I have had a lot of people ask me why the State Attorney will let Commissioner Osterman remain on the Commission with living outside of the Town for the past several months. She stated that she lives in Town, State Attorney came back and actually commented. State Attorney did call me today and they have gotten several calls from residents. They are hoping this could be put to rest. As of today the State Attorney is satisfied with the resignation that Mrs. Osterman did send them. So at this time they are basically putting the prosecution end of it on hold, because they are happy; they are done with it. The Ethics Department, they said is a whole different department. But the State Attorney is, and they are content with your resignation. So I'm hoping that the residents out there understand that and let things go."

Commissioner Hockman: "It's time for the Town to move on and get down to Town business. You can't change the past, but we can run for the future. I hope from now on no matter who sits on this Commission that they work together. Put the personal feelings about each other to the side and look for the big picture. The Town, the residents, and the businesses those are the key."

Commissioner Hockman: "Furthermore if you missed the Sunset Celebration this past Friday, you missed a great time. The weather was great, lots of new faces. I hope that next month we even have more new people. Tell your friends, family, neighbors. I'm hoping Town Manager that maybe we can suspend the meters that night from six at least until eight, so the people do not have to pay for the parking. I still hear a lot from people and a lot of people say that more people would come if they know they didn't have to pay for that parking."

Commissioner Hockman: "Last night the Bridges of Lake Park held a coupon meeting at the Library. It was a great turn out, lots of people, if you missed it mark your calendars for next month. The people that were there and I know a lot of people from the garden club, actually showed up and actually signed up because they actually enjoyed it, learned a lot. For the rest of the Town, just to let you know there is a Library Board meeting. I

recommend that everybody come out, start listening, get involved in the Town Library. There are wonderful things that are happening over there. And there is a lot of changes, I know that they would like to do in the future, such as a teen room in the children's portion. Fantastic! Looks great and I know the kids are loving that. I can't wait to see what the teen room is going to end up looking like."

Commissioner Hockman: "On another note I have been approached by several people, and I am not sure next Wednesday is Community Watch meeting. I hope that everybody in the Town actively will come out and come to the Community Watch and get involved, get to know what they can do for you and help the community. It is for the community. Now I'm not sure if the Community Watch actually has come through or not. I have been told that, there have been a few emails, they want to have a debate of all the candidates running for both the Commission and the Mayor. Hopefully they actually have been able to tie it down. I do highly recommend for those out there watching on TV, get to know all the candidates running. Ask them questions, what they stand for-what they see this Town becoming. This is your time to let everybody know that you, as a resident, do care about this Town. As the old saying goes, 'let your voice be heard.' If you don't come out and vote at the end of the month, as said in the past, you can't complain. This is your chance to make a difference in this Town. That's it."

Commissioner Osterman: "Thank you Vice-Mayor. I was down at the park with my son and struck up a conversation with a gentleman from the condos. And he was asking me various questions, and he was saying that he pretty much, through the condos, only gets one sided information and that only one candidate is brought in. So I'm very glad that everybody is going to have a chance to have their ideas put out. He asked me something's about what is going on specifically with a boat and seizure down at the Marina. I wanted to address that for a moment and give my opinion on the situation. We had a boat down at the Marina who was very much, thousands of dollars in the arrears and I think this is a classic example of why this doesn't work. I don't think there is anything that the Town Manager could have done, or that staff could have done that would have been acceptable. They had two choices either go after the boat and the owner and try to ensure that payment was made or let it go. There were other things, but I will not go into great details, but there were reasons to believe that the boat would be leaving. So the Town Manager made that choice to try to secure funds for the Town and has been crucified for it. But I think that that is just an example, one example, of, it's my belief that if she hadn't gone after them she would have been raked over the coals for not. And now she did try to get the money for the Town and she's been raked over the coals for that. The bottom line, and I appreciate that Mr. Lloyd was shaking his head at the last meeting in agreeing, this is about the Town Manager. That's really what this election is really about, about where this Town is going to go for the future. So, let's have the conversation. It is impossible for this Commission to function because there is no communication that takes place between two of the Commissioners and the Town Manager. The question that you saw happening today and the reason, I believe that Commissioner, Vice-Mayor Rumsey pointedly asked about whether or not there were phone calls made, is because the Commissioner will not ask the questions to staff because there is no trust. And if you don't have trust you can't have work getting done. The reason that I say we haven't been able to get anything done for 15 months is that staff is running around in circles doing copies of requests of all different kinds of information. I mean it's very, it's amazing the

number of things that staff are tasked with in order to answer records request from years back. If the public knew the amount of requests that were made it's astounding. So let's talk about the Town and where the future is going to be, because it's easy to criticize, there that it's easy to find fault. There's that expression everybody is a critic, and it's true. But a real leader is somebody who comes up with solutions and has a vision to be able to move things forward. And that is what I keep asking of anybody that I speak with. Please ask questions, ask what the vision is, ask how they intend to solve the problems. Because it's about solving the problems and there are big ones headed our way. I want to ask you to think back to what this Town looked like five years ago. Do you remember? Do you remember what the alleyways looked like? Do you remember what Lake Shore Park looked like? Do you remember what 10th or Park Avenue looked like? Five years ago, Lake Park had the most money in their budget, six years ago. That was when cities were there flushest, and we looked terrible. And in the last five years our Town has gained all sorts of positive press for the changes, we have the Chamber of Commerce has shown to other communities a model development. That is a picture of the work that has been happening on an extremely lean budget. I said at the last budget meeting a year ago that I was terrified for what would happen for this budget. And the Town heads into the budget in July. We are going to have the greatest cut back and the least amount of money to work with. I just cannot imagine how staff is going to try to balance the budget, because property values run a year behind as far as taxation is concerned. And the lag time on community properties is going to really hurt us for this year. So I really do hope that the Town will ask questions and figure out who can lead us forward. I am very, very happy that James DuBois has stepped up to run. I think, I don't know how he, you know, I give him a lot of credit for his servant's heart to do that during this time. And I very much hope that things will be done in such a ways that, something happens, I mean whatever happens from this election it has, this Commission has to be able to work with a Town Manager. It has to be able to work with a Town Manager. So if the Commission can't, then fire her and hire somebody you can work with. And Commissioner, Vice-Mayor Rumsey I hope you'll be the fourth vote if that happens. I hope you will do it. Because it has to happen to move this Town forward. We can't, we can't stay in this lockdown position. Because staying in a lockdown in these economic times is like moving backward five years at a time. You can't have the foreclosure rate, rental rate that we have and not work every second to do economic development and positive marketing of the Town. In the words of our Mayor thank you Lake Park."

Commissioner Longtin: "Technically I was going to say one thing, hey come to the Community Watch Meeting its at the Lake Park Fire Station, 6:30 p.m. next Wednesday, June 8, 2011. However, now I gotta say a couple more things. We are elected officials but we are also Lake Park employees because we do take money from the Town technically employees are not to campaign. So, but one broken rule, two broken rules what the hay, people aren't held accountable. A lot of fear mongering just happened here. And regarding the boat that was seized, as it's too often the case, you were given very little information. The gentleman was making payments as agreed upon, there is way more to that story, I don't want to get into it. I've told Ms. Davis, I believe she's in over her head and she's going to bring the Town into hot water as far as that. And I've asked that she consult with the Commission before going any further regarding the seizure of that gentleman's boat. Destroying his, the attempt of destroying his life and his business. And I hope she goes no further before she communicates with us. Yes, a lot of nice stuff has

been done to the Town, but most of it's grant money. I don't know where the money is going. I've had people ask, I don't know. Yes, the Town looks pretty and the Town Manager has been heard to say all you have to do is mesmerize them with flowers, and she's so true. She's, that's a true statement, she's accurate. You know you look and things are pretty but businesses aren't really coming in like they should."

Commissioner Longtin: "Communication, I wasn't going to talk about communication from this, I am so glad I was on the Commission from 2001-2004 because I got to work with Town Managers and another Commission and I got to see how it's suppose to be done. Communication from Maria Davis is selective. What Commissioner Hockman said is true. I've never seen an email from our former Mayor, I've never seen an email from Patricia Plasket-Osterman. I've seen a couple of emails from Vice-Mayor Rumsey but they are never really pertaining to agendas. And yet they do come to the meetings with all the information they need. And often their votes are the same. Even my verbal questions in the past to Ms. Davis have been copied, her responses to my verbal questions and my written questions are copied to everyone on the Commission, so that everyone knows where I'm coming from. But I have no idea where everyone else is coming from, well maybe Commissioner Hockman. No Town Manager has ever done that before. Now she will tell you that she treats us all the same, but she doesn't. She has made it very apparent that she will not work with me. She doesn't call me, in the past other Town Managers would call me if something is going on. And no I don't call her because often I'm not given the truth, I'm not told the true facts, you know and then I came here to misinformation. So there is a lot more unfortunately going on here, going on up here and I know what is going on up here is not right because I have dealt with it in the past. And when Ms. Davis interviewed for this job I stood back there and I thought thank you Lord, what a breath of fresh air, I was so happy. She mesmerized me like the flowers on Park Avenue do most everybody else, and loved her. I was so happy that Patricia Plasket-Osterman left the hospital to make the vote to get her in here. Believe me it is hard admitting that, maybe change does need to happen. I don't see where the emotions and the attitudes are going to change and get any better, and it makes me sad. I will try to work with her; I will work around it, whatever I will do the best I can do. But given the misinformation that I have been given, I need to do research on some of this stuff is very timely, it really is. And to know that my questions are again copied to everybody. A simple records request will prove all that out. So, I mean yes, Commissioner Hockman is correct and, you know when the employer doesn't reprimand the employee, when the parent doesn't reprimand the child, it tends to get kind of out of control. No more public comment. And I fear that is what has happened. It's almost a repeat of what, approximately ten years ago or so, and the child has been spoiled."

Commissioner Longtin: "Anyway regarding that boat seizure, there's a lot more to the story and again I have asked the Town Manager to talk to the Commission and let us know what steps she plans to take before she takes them."

Commissioner Longtin: "And again Community Watch Meeting, 6:30 p.m., next Wednesday, June 08, 2011 at the Lake Park Fire Station. Thank you Mr. Vice-Mayor."

Vice-Mayor Rumsey: "Thank you Commissioner Longtin. Mr. Palenzuela may I ask you a question please. Can you come to the podium, so that I can get it on the record. We

received an email today that you are going to be at a training session for a couple of months."

Lieutenant Palenzuela: "Yes sir."

Vice-Mayor Rumsey: "And that Lieutenant Hill will be assigned to your precinct, to this district."

Lieutenant Palenzuela: "Yes he will, he will take my post."

Vice-Mayor Rumsey: "My only question is, first of all I would really prefer that you didn't go anywhere.'

Lieutenant Palenzuela: "Thanks."

Vice-Mayor Rumsey: "But we understand the situation. Is Lieutenant Hill going to be assigned only to this district or is he going to split district?"

Lieutenant Palenzuela: "No, he is going to be assigned to this district and he will sit in my chair and answer to the Town Manager."

Vice-Mayor Rumsey: "Only to this district, he will not be going to any other?"

Lieutenant Palenzuela: "Correct. Currently he is assigned as a Watch Commander, but he is going to be taken out of the Watch Commander pool and he will be here acting as the District Commander in my place."

Vice-Mayor Rumsey: "Okay, thank you, sir."

Lieutenant Palenzuela: "You're welcome, sir."

Vice-Mayor Rumsey: "Commissioner Hockman, I personal agree with you on the meters for Sunset. And what I would like to do, however, I think we need to look at the numbers before we make a sweeping decision like that. So what I would like to do is ask the staff to bring something back. Listen, we got to get through budget and all that, so let's bring it back in August if we can, but let's get through those meetings. But sometime in August if we can come back and just bring us some facts on that, let's look at it and see if it is an opportunity that we can capitalize on. Unfortunately I have not been able to attend the Sunset as much as I would like to recently, but it is a great event and I think if we can get the entire community there it is worthwhile, I would love to see that."

Vice-Mayor Rumsey: "Speaking of the Marina, congratulations to the Marina director and his staff for $15,000 in revenue over Memorial Day weekend. So I really want to thank you for all your hard work and dedication out there and we really appreciate it very much."

Vice-Mayor Rumsey: "Folks you've all see the fact put out on the table tonight. This election has one thing that we are voting on. This election is about the future of this Town

and who the Town Manager is going to be. It's either going to be Maria Davis or Maria Davis will be resigning, or fired from her duties. That's what this election is about and anybody who says differently, they'll need to go back and check their facts, okay. But one more fact you need to think about before you start going and making this big change you want to make. To get rid of that lady over there it's going to cost this Town approximately $130,000. Where that money is coming from I have no idea. She gets nine months worth of salary if she is fired tomorrow. Nine months. Then on top of that we are going to have to go out and we are going to have to hire somebody, investigate somebody, advertise for the position, which is going to be approximately another $20,000 or $30,000. We are looking at about $130,000 to get rid of her. I'm sorry madam, I have the floor now. So if you want it that bad, you know where to vote. If I were the voting public of this community I would be asking a lot of questions about where people stand on it, because quite frankly that's the issue. That's been the issue now for 15 months and if you don't believe it go back and listen and review all the records that have gone on in this Commission."

Vice-Mayor Rumsey: "And in that vein don't forget election day is June 28, 2011, that is a Tuesday. If you are not going to be in Town to vote on June 28, 2011 you can get an absentee ballot from Palm Beach County Board of Elections, Supervisor of Elections. Make sure you get that. Madam Clerk what is the last day they can get an absentee ballot, and I apologize for putting you on the spot like that because you just looked at me."

Commissioner Longtin: "May I give you their phone number?"

Vice-Mayor Rumsey: "That would be great too."

Commissioner Longtin: "Palm Beach County Supervisor of Elections is 561-624-6555."

Town Clerk Lemley: "The Supervisor of Elections phone number?"

Vice-Mayor Rumsey: "Is 561-624-..."

Town Clerk Lemley: "656-6200."

Vice-Mayor Rumsey: "561-656-6200, they will be able to get you information on absentee ballot if you need it. I understand that I put you on the spot and I apologize for that."

Vice-Mayor Rumsey: "Last thing I want to do tonight is I want to talk directly to the staff of our Town. Because you all have been getting it lately. At the last meeting I think about four or five of you were called out and said 'shame on you-shame on you.' Tonight we have had comments that there is one employee that people hear about, what a great job they are. I just want to say this loud and clear, I think every employee in this Town is doing amazing work for this Town and I want to thank you for your hard work, okay. These are the people who day in and day out come out here and sweat and give us their blood, sweat, and tears every day. They haven't had a raise in about four years and they're not going to get one this year, quite frankly. I mean I could be wrong. God could come down and grant us a big pot of money, but it doesn't look like it's going to happy

right now. They've taken five days off without pay for the last several years, but guess what every single time we have an event in this Town they are here volunteering for it. Couple of weeks ago I had the honor and privilege of kicking off the Relay for Life down at the park. The majority of the team that represented the Town of Lake Park, they weren't residents of Lake Park they were the staff of Lake Park, okay. So don't you dare listen to anybody making comments about "shame on you." You guys are doing a phenomenal job and we appreciate it and I think the majority of our Town appreciates your hard work as well. And with that I'd like to pass it on to Attorney Baird."

Attorney Baird: "Thanks a lot. The, what I have received and what you all have received via email is an executive brief from the staff at Palm Beach County. Which was placed on the County Commission June 7, 2011 agenda, an item concerning the $2.4 million grant that the Town received to expand the Marina parking and create a promenade, pursuant to the Interlocal Agreement that the Town executed with the County in exchange for receiving that money. In a discussion I had with Commissioner Marcus the board, that is the Board of County Commission concern is that when they enter into these grants they have an expectation that the conditions in which they grant monies to towns and cities that it will be fulfilled. Based on some of the discussion and dialogue she has been hearing there is some uncertainty as to what the Town position is with respect to the grant and the conditions and whether the Town will fulfill the conditions of that grant. So this agenda item is intended to provide the Town Commission with 90 days to affirm or not its agreement to the previous agreement that it entered into. Ninety days take you roughly to the end of August. So you will need to agenda an item and vote on that item either affirming the terms of that grant or not sometime between now and I guess your second meeting in August. And that position will then have to be communicated to the County. If the vote is affirmative, then obviously you go ahead and you perform accordance with the Interlocal Agreement that was previously executed between the parties. If you don't vote affirmatively, then the County will exercise its right under the agreement to compel the return of the $2.4 million that was granted to the Town. And obviously if you feel that's an unfair position for the County then you have the opportunity to challenge that and there are processes that you have to go through before you can go through that."

Commissioner Osterman: "Vice-Mayor I have one question."

Vice-Mayor Rumsey: "Okay, Let's let him finish and then we will come back for your question."

Attorney Baird: "That's pretty much it."

Vice-Mayor Rumsey: "You know, you're a piece of work."

Attorney Baird: "I'm your piece of work."

Vice-Mayor Rumsey: "Commissioner Osterman"

Commissioner Osterman: "Under the Interlocal Agreement that we all said 'yes' to, we have five years to do the promenade and if not to pay back, under this."

Attorney Baird: "Well there…"

Commissioner Osterman: "How long would we have to come up with the $2.4 million to pay the County back? Does it have a timeframe of payment if the answer is 'no'?"

Attorney Baird: "Let me address your first question first. There is five years to complete the promenade, the project, but there are two phases to this project. So, the second question is, there is no specific provision in the agreement that says when it has to be paid back. That, I would expect, as in the case of any litigation, the party who is requesting their money back would demand that it be paid back immediately. And from that point it would be a negotiation if the Town was not in a position to do that, to reach some terms to pay it back. As is the case in most cases where money is loaned, which essentially this is in some ways a loan to, under certain conditions then you would expect for example a bank you would expect, they would want interest on the return of the money that you've held for whatever period of time you hold it. Without speculating I don't really know what the County Commission's position will be."

Commissioner Osterman: "Can I just ask one more question? Sorry I, Is there a legal, legality for that, we can take out a bond to pay it back cause we don't have that kind of money, so is it, is that how we would have to do it, through a bond? Ad Valorem taxes?"

Attorney Baird: "There are revenue bonds, and there are other types of bonds, and then there are loans, that would be up to the Commission on how they decided to repay the money."

Commissioner Osterman: "Thank you."

Vice-Mayor Rumsey: "Commissioner Longtin."

Commissioner Longtin: "Mr. Attorney, you said the Palm Beach County Commission will be discussing this on June 7, 2011."

Attorney Baird: "That's correct."

Commissioner Longtin: "What time and where?"

Attorney Baird: "The County Commission meetings begin at 9:30 a.m. and they are in the six floor of the Palm Beach County Administration Center, which is at 301 North Olive Avenue."

Commissioner Longtin: "Thank you."

Vice-Mayor Rumsey: "Commissioner Longtin though, check their agendas because a lot of times those meetings go all day long, so you probably wouldn't want to sit there all day long. Madam Manager."

Town Manager Davis: "Yes, good evening Vice-Mayor and Commissioners. I wasn't planning on making any comments, any personal comments tonight, I was just going to do some announcements, but I seem to be the center of attention this evening, and I do need to just address a couple of the comments that were made. Commissioners Hockman, and Longtin, from the moment you were elected, you came in here not wanting to give me an opportunity. Commissioner Longtin, I remember talking to you over the phone the very first time after your election and I said 'how do you want me to communicate with you, tell me how you want to receive information', and you said to me, categorically 'email, I'd prefer email over talking on the phone'. And as far as the two of you thinking that the other three are receiving information that you are not, the other three call me regularly and ask what is going on and there are times that, I think there was one time that I remember in particular that I forgot, I forgot to tell the two of you an issue that came up that the other three knew because they do talk to me regularly to discuss Town business. And to discuss what is going on and what the plans are. I don't receive calls from either of you two and I do call you when there are urgent issues or issues that you need to be aware of immediately. So I really, your comments about I am not giving you information is factually inaccurate. Factually inaccurate. The other two Commissioners were on before the two of you, a lot of their questions came long before the two of you came on this dais, and I answered all of their questions. Also the boat seizure, it is sad that we are dragging this through the mud with a tenant. This is a Marina tenant and Commissioner Longtin you are accurate, people do not know the real story and staff has been attacked mercilessly and very unfairly for doing what was in the best interest of the Town. I'm going to switch gears now and get off the drama."

Town Manger Davis: "James DuBois mentioned at the beginning of the meeting this evening. There is a gentleman that is interested in donating a tree in the Mayor's honor at Kelsey Park. And I told Mr. DuBois that it is customary to request permission from the Commission to put a tree, dedicate a tree in a park. And I am asking whether this Commission wishes to allow a tree of sizable, four inch caliber, trunk, probably 12 to 14 feet in height, somewhere in Kelsey Park. I'm going to."

Vice-Mayor Rumsey: "Are you asking for consensus?"

Town Manager Davis: "Yes I am."

Vice-Mayor Rumsey: "Commissioner Hockman?"

Commissioner Hockman: "Yes."

Vice-Mayor Rumsey: "Commissioner Osterman?"

Commissioner Osterman: "Yes."

Vice-Mayor Rumsey: "Commissioner Longtin?"

Commissioner Longtin: "Yes, of course."

Vice-Mayor Rumsey: "And I do as well."

Town Manager Davis: "Thank you very much. Library news, on Thursday, June 2, 2011 we have Preschool Story Time at 10:00 a.m. in the Schuyler Room. Saturday June 4, 2011 we have Get Healthy Get Fit at the Library from 11:00 a.m. to noon in the Schuyler Room. Tuesday, June 7, 2011, meet Israeli artist Ari Levi and view his unique sculpture at a reception from 6:00 p.m. to 8:00 p.m. in the Schuyler Room. Light refreshments are going to be served by the Friends of the Library. Monday, June 13, 2011 Family Game Night, sponsored by Bridges at Lake Park at 5:30 p.m. in the Children's Library. Also at 6:00 p.m., Monthly Monday Movie will be Momma Mia, the movie Meryl Streep in the Schuyler Room. And on Tuesday, June 14, 2011, Toddler Tails sponsored by Bridges at Lake Park at 5:30 p.m. in the Children's Room. We have our Summer Camp beginning June 13, 2011 and ending August 5, 2011. Registration fee is paid one-time and is due at the time of registration. The one-time fee for residents per child is $70, $45 per additional child. A one-time fee for non-residents is $110, and $65 per additional child. There will be a weekly fee of $55 per week for Town residents and $65 for non-residents. Contact our Recreation Center at 561-881-3338. And that's all I have this evening."

Vice-Mayor Rumsey: "Thank you madam. There was one other thing that I was suppose to mention and I apologized. On June 11, 2011 the Teen Advisory Board, Teen Advisory Group will be having a car wash from 10:00 a.m. until noon at the Lake Park Library. I apologize for forgetting that. With that I will entertain a motion to adjourn."

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 8:40 p.m.

_____
Mayor

_____
Town Clerk, Vivian Lemley, CMC

Town Seal

Approved on this _____ of _____, 2011

TAB 6

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **July 13, 2011** **Agenda Item No.** Tab 6

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] ORDINANCE ON FIRST READING [ ] DISCUSSION/POSSIBLE ACTION

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

[ ] PRESENTATION/PROCLAMATION **[X] CONSENT AGENDA**

[ ] Other:

SUBJECT: **Regular Commission Meeting Minutes for June 15, 2011.**

RECOMMENDED MOTION/ACTION: **To Approve the Regular Commission Meeting Minutes for June 15, 2011.**

Approved by Town Manager _____ **Date:** July 8, 2011

_____ June 24, 2011
Name/Title Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: **$0** Funding Source: **0** Acct. # **0**	**Attachments:** **Meeting Minutes**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** vmc [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case vmc **Please initial one.**

Summary Explanation/Background:

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, June 15, 2011, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, June 15, 2011 at 7:04 p.m. Present were Commissioners Steven Hockman, and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley. Vice-Mayor Kendall Rumsey, and Commissioner Patricia Osterman were absent.

Attorney Baird asked for roll call. Town Clerk Vivian Lemley performed the roll call.

Attorney Baird explained that under Roberts Rules of Order, the Commission did not have a quorum and that therefore they could not call the meeting to order. He explained that the proper course of action would be to make a motion to adjourn the meeting.

Commissioner Longtin questioned if Roberts Rules of Order would be followed for this meeting.

Attorney Baird stated that it was up to the Commission to decide if they wanted to follow Roberts Rules of Order. He explained that they still do not have a meeting.

Commissioner Longtin stated that until the adjournment of the meeting she wanted to announce…

Attorney Baird interrupted and repeated that they do not have a meeting.

Commissioner Longtin proceeded to announce that the Trail Rail was running free on Thursday, June 16, 2011. She announced that FPL will be imploding the smoke stacks on Sunday, June 19, 2011 at 8:30 a.m., which she had not confirmed yet. She stated that there will be a Candidate Forum in the Mirror Ballroom next Wednesday, June 22, 2011 at 6:30 p.m. She encouraged everyone to "ask the candidate any questions and then hold them accountable."

She then read from a prepared statement as follows: (Verbatim) "For Vice-Mayor Rumsey and Patricia Plasket-Osterman to say that nothing has been accomplished in the past 15 months because of Hockman and Longtin is indicative of the accounting that takes place here in Lake Park. Now I ain't got me no degree, but I learned in elementary school that one plus one equals two; I learned that two plus three equals five; I learned that three are more than two; for most of our votes majority rules. Three votes outweighs two votes, three votes out of five wins, they have had the majority, and I want them to stop whining."

Commissioner Longtin wished everyone a Happy Father's Day on June 19, 2011. She reminded everyone that the Special Election will take place on Tuesday, June 28, 2011. She reminded everyone to get out and vote. She repeated that there will be a Candidate Forum. She stated that the July meetings are a little different, so she encouraged everyone to view the website.

Commissioner Hockman stated that on Saturday, June 18, 2011 Bridges at Lake Park is hosting an event at the Library, and he encouraged everyone to attend. He stated that Bridges at Lake Park did a fantastic job with the car wash that it hosted on Saturday, June 18, 2011.

ADJOURNMENT

Commissioner Hockman made a motion to adjourn the meeting, Commissioner Longtin seconded the motion. The meeting adjourned at 7:12 p.m.

_____

Mayor

_____

Town Clerk, Vivian Lemley, CMC

Town Seal

Approved on this _____ of _____, 2011

TAB 7

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 13, 2011** **Agenda Item No.** Tab 7

[ ] PUBLIC HEARING [X] **RESOLUTION**

[ ] ORDINANCE ON FIRST READING [ ] DISCUSSION/POSSIBLE ACTION

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

[ ] PRESENTATION/PROCLAMATION [X] **CONSENT AGENDA**

[ ] Other:

SUBJECT: **FIVE-YEAR EXTENSION OF THE INTERLOCAL AGREEMENT FOR THE NORTHLAKE BOULEVARD OVERLAY ZONE.**

RECOMMENDED MOTION/ACTION: Approval.

Approved by Town Manager _____ **Date:** 7/8/11

Name/Title: **Nadia Di Tommaso**, *Community Development Director* Date of Actual Submittal: **07/05/2011** M

Originating Department: Community Development	Costs: $ 0 Funding Source: Acct. #	**Attachments:** **Resolution** **Exhibit "A"-Fourth Amendment** **Original Interlocal Agreement** **Amendment One, Two & Three**
Department Review: [ ] Attorney_____ [X] Community Development *ND* [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ [ ] Town Clerk _____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *ND* **Please initial one.**

Summary Explanation/Background:

The Town of Lake Park, the City of Palm Beach Gardens, the Village of North Palm Beach, and Palm Beach County have all adopted the Northlake Boulevard Overlay Zone (NBOZ) guidelines. The Northlake Boulevard Task Force (NBTF) is a committee constituted of members from Lake Park, Palm Beach Gardens, North Palm Beach and Palm Beach County. The NBTF ensures the

NBOZ guidelines are properly discussed, implemented and enforced in a collaborative manner, along the Northlake Boulevard Corridor.

Each year, Lake Park, Palm Beach Gardens, North Palm Beach and Palm Beach County enter into a one-year Interlocal Agreement allowing this coordination and regulation of the Northlake Boulevard corridor to take place in a unified manner. In an attempt to continue these collaborations for a longer term, the participating municipalities are recommending that the Interlocal Agreement be renewed in five-year increments instead of one-year increments. The advantages in doing so are as follows:

(1) It cuts back on the time and costs associated with having to bring this forward for approval every year, and
(2) It secures a joint collaboration for a longer period of time.

There will be no disadvantage or fiscal or budgetary impact to approving this request and it will further the Town's Intergovernmental coordination efforts. Palm Beach County drafted the Interlocal Agreement extension document found in Exhibit "A". Each participating municipality will be bringing this document forward to their respective elected governing bodies in order to request approval of the five-year extension. The current Interlocal Agreement is set to expire September 30, 2011. Once approved, the new expiration date of the Interlocal Agreement will be September 30, 2016.

RESOLUTION NO. :_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FOURTH AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS, TOWN OF LAKE PARK, AND PALM BEACH COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the local governments of the City of Palm Beach Gardens, the Village of North Palm Beach, the Town of Lake Park, and Palm Beach County, (hereinafter the "Participants") previously entered into an Interlocal Agreement establishing the Northlake Boulevard Task Force (hereinafter the "Task Force") on September 2, 1997 (R-97-1156) (hereinafter the "Agreement"); and

WHEREAS, the Agreement was subsequently amended by the First Amendment to the Agreement, which was effective on August 20,1998 (R-98-1378D) and by the Second Amendment to the Agreement, which was effective on August 22, 2000 (R-2000-1182); and

WHEREAS, the Agreement was subsequently replaced in its entirety by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394) (hereinafter referred to as the "Restated Agreement"); and

WHEREAS, the Restated Agreement was subsequently amended by the Amendment to Amended and Restated Agreement, which was effective on September 13, 2005, and the Second Amendment to the Amended and Restated Agreement, which was effective on May 6, 2006 (R-2006-0866); and

WHEREAS, the Restated Agreement as amended by R-2006-0866 provides in Part 1, Section 6 that the term of the Agreement continues through September 30, 2010 (R-2010-1765), but

may be extended by written instrument of the Participants; and

WHEREAS, the Restated Agreement as amended by R-2010-1761 provides in Part 2, that the term of the Agreement continues through September 30, 2011, but may be extended by written instrument of the Participants; and

WHEREAS, the Participants have determined it is appropriate to extend the Agreement for a period of five years.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

Section 2. The Mayor is hereby authorized and directed to execute the Fourth Amendment to the Amended and Restated Interlocal Agreement between the Village of North Palm Beach, City of Palm Beach Gardens, Town of Lake Park and Palm Beach County which is attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall be effective upon adoption.

EXHIBIT "A"

FOURTH AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS, TOWN OF LAKE PARK, AND PALM BEACH COUNTY

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS, TOWN OF LAKE PARK, AND PALM BEACH COUNTY (hereinafter referred to as "FOURTH AMENDMENT") is made and entered into by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "NORTH PALM"), the CITY OF PALM BEACH GARDENS, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "GARDENS"), the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter "LAKE PARK"), and PALM BEACH COUNTY, 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter "COUNTY") (hereinafter collectively referred to as "Participants"); and

WHEREAS, the Participants previously entered into an Interlocal Agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as "Task Force") on September 2, 1997 (R-97-1156) (hereinafter referred to as the "Agreement"); and

WHEREAS, said Agreement was subsequently amended by the First Amendment to Agreement, which was effective on August 20,1998 (R-98-1378D) and by the Second Amendment to Agreement, which was effective on August 22, 2000 (R-2000-1182); and

WHEREAS, the Agreement was subsequently replaced in its entirety by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394) (hereinafter referred to as "Restated Agreement"); and

WHEREAS, the Restated Agreement was subsequently amended by the Amendment to Amended and Restated Agreement, which was effective on September 13, 2005, and the Second Amendment to the Amended and Restated Agreement, which was effective on May 6, 2006 (R-2006-0866); and

WHEREAS, the Restated Agreement as amended by R-2006-0866 provides in Part 1, Section 6 that the term of the Agreement continues through September 30, 2010, but may be extended by written instrument of the Participants; and

WHEREAS, the Restated Agreement as amended by R-2010-1761 provides in Part 2, that the term of the Agreement continues through September 30, 2011, but may be extended by written instrument of the Participants; and

WHEREAS, the Participants have determined it is appropriate to extend the Agreement for a period of five years.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, NORTH PALM, the GARDENS, LAKE PARK, and the COUNTY hereby extend the term of the Agreement as follows:

Part 1. The facts, statements, and recitals heretofore set forth are true and correct and are hereby incorporated in this FOURTH AMENDMENT by reference.

Part 2. This Agreement shall continue through September 30, 2016, but may be extended by written instrument of the Participants.

Part 3. This FOURTH AMENDMENT may be executed in counterparts.

Part 4. Except as expressly set forth herein, all terms and conditions in the Restated Agreement and any previous amendments thereto shall remain in full force and effect.

Part 5. This FOURTH AMENDMENT shall become effective upon filing a fully executed FOURTH AMENDMENT with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this EXTENSION to be executed this _____ day of _____, 2011.

ATTEST:

CITY OF PALM BEACH GARDENS

By: _____
Patricia Snider, CMC, City Clerk

By:_____
David Levy, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

ATTEST:

VILLAGE OF NORTH PALM BEACH

By: _____
Village Clerk

By:_____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian L. Mendez, Town Clerk

By: _____
Desca DuBois, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

By: _____
Clerk

By: _____
, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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SEP 02 1997 Attachment 2

INTERLOCAL AGREEMENT

This Agreement is made and being entered into by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "NORTH PALM"), the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter "LAKE PARK"), the CITY OF PALM BEACH GARDENS, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "GARDENS"), and PALM BEACH COUNTY, 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, the Northlake Boulevard corridor and properties located generally on Northlake Boulevard west of Federal Highway (U.S. Highway One) and east of Military Trail (hereinafter "the Corridor") have, in recent years, suffered a decline in quality of land uses; and

WHEREAS, this decline in quality of land uses negatively impacts upon taxable values, provision of services, and the overall aesthetic appearance of the Corridor; and

WHEREAS, portions of the Corridor are located in NORTH PALM, other portions in LAKE PARK, other portions in GARDENS, and other portions in unincorporated COUNTY; and

WHEREAS, it is the desire of NORTH PALM, LAKE PARK, GARDENS, and COUNTY to encourage improvement, enhancement, renovation, and/or redevelopment of the Corridor; and

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R98 1378D

WHEREAS, NORTH PALM, LAKE PARK, GARDENS, and COUNTY desire to appoint, through their respective governing bodies, a joint task force for the purposes of evaluating and recommending a plan for improvement, enhancement, renovation, and/or redevelopment of the Corridor, including ultimate annexation plans for the three municipalities; and

WHEREAS, to develop such a plan, the task force may require expert assistance from consultants in such areas as land use planning, engineering, economics, and law; and

WHEREAS, it is the desire of NORTH PALM, LAKE PARK, GARDENS, and COUNTY to accomplish these joint objectives in an expeditious manner, pursuant to the authority granted in Chapter 163, Part I, *Florida Statutes* ("the Florida Interlocal Cooperation Act of 1969").

NOW, THEREFORE, in accordance with Chapter 163, Part I, *Florida Statutes*, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Interlocal Agreement and represent, covenant, and agree with each other as follows:

SECTION ONE

Representations

The facts, statements, and recitals heretofore set forth are true and correct, and are hereby incorporated in this Agreement by this reference.

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SECTION TWO

Appointment of Task Force Representatives

The "Northlake Boulevard Corridor Task Force" (hereinafter "Task Force") shall consist of eight (8) representatives, with NORTH PALM, LAKE PARK, GARDENS, and COUNTY (hereinafter each a "Participant" and jointly "Participants") each appointing two (2) regular representatives to the Task Force, at least one of whom must be an elected official of the appointing Participant. Each Participant shall also appoint two (2) alternate representatives.

SECTION THREE

Quorum and Voting of Task Force Representatives

A quorum of the Task Force shall be necessary for it to conduct any business and shall consist of at least one representative (regular or alternate) from each Participant and a total of at least five (5) representatives present. Each regular representative shall have one vote. An alternate representative shall sit on behalf of the appointing Participant and have a vote when one (1) of the regular representatives of such Participant is absent. A majority of those present shall be required to pass a motion, except that any recommended plan must be approved by a majority which includes at least one representative from three (3) of the Participants.

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SECTION FOUR

Authority of Task Force Representatives

NORTH PALM, LAKE PARK, GARDENS, and COUNTY each authorize their respective representatives to participate in the Task Force and to take such actions as may be necessary to develop a recommended plan for consideration by the governing bodies of the Participants. To this end, Task Force representatives are authorized to meet as necessary and to contract for such professional assistance as they deem necessary to facilitate the completion of their task, within the limits of the funding provided herein. In each instance where it becomes necessary to retain professional assistance, the Task Force first shall seek such professional assistance from staff employed or consultants retained by the Participants before deciding to retain "outside" staff or consultants. Costs for such professional assistance shall be borne equally by the Participants. Initially, therefore, each Participant agrees to financial participation of up to five thousand dollars ($5,000) total apiece or, in the event "outside" staff or consultants are not retained in an area of expertise, then in-kind services as approved by the Task Force up to an equivalent of five thousand dollars ($5,000) may be substituted.

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SECTION FIVE

Effect of Task Force Recommended Plan

A plan recommended by the Task Force must subsequently be approved by Ordinance adopted by a Participant in order to become operational within that Participant's jurisdiction. However, this Agreement does not obligate any Participant to adopt any part of any plan recommended by the Task Force.

SECTION SIX

Miscellaneous Provisions

Binding Effect All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Participants and their legal representatives, successors, and assigns.

Severability If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect, so far as possible.

Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one

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and the same instrument.

Effective Date This Agreement shall become effective upon a Resolution being enacted by NORTH PALM, LAKE PARK, and GARDENS, each authorizing its respective Mayor and Clerk to execute this Agreement, and upon approval by the Board of County Commissioners of COUNTY. This Agreement shall automatically cease to be effective one (1) year from its effective date, unless subsequently extended by amendment of this provision.

Amendment This Agreement may only be amended in writing, adopted and approved by all Participants in the same manner as the original Agreement.

IN WITNESS WHEREOF, the Participants have set their hands and seals on the day(s), month(s), and year hereinafter written.

VILLAGE OF NORTH PALM BEACH

EXECUTED this 28th day of August, 1997.

ATTEST:

Village Clerk

VILLAGE OF NORTH PALM BEACH

By: Mayor

Approved as to form and legal sufficiency:

SEAL

Village Attorney

R98 1378D

TOWN OF LAKE PARK

EXECUTED this _____ day of _____, 1997.

ATTEST:

TOWN OF LAKE PARK

_____
Town Clerk

By: _____
Mayor

Approved as to form and legal sufficiency:

SEAL

_____
Town Attorney

CITY OF PALM BEACH GARDENS

EXECUTED this 21st day of August, 1997.

ATTEST:

CITY OF PALM BEACH GARDENS

Cindy Harvey
~~City Clerk~~ Deputy City Clerk

By: _____
Mayor

Approved as to form and legal sufficiency:

SEAL

David A. Ritter
City Attorney

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I, Barbara A. Scheihing, Clerk of the Town of Lake Park, Florida, hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This 1st day of Sept. 19

Barbara A. Scheihing
Town Clerk

TOWN OF LAKE PARK

EXECUTED this 3rd day of September, 1997.

ATTEST:

Barbara A. Scheihing
Town Clerk

TOWN OF LAKE PARK

By: John J. Kuttel
Vice Mayor

Approved as to form and legal sufficiency:

Town Attorney

TOWN OF LAKE PARK FLORIDA SEAL

CITY OF PALM BEACH GARDENS

EXECUTED this _____ day of _____, 1997.

ATTEST:

CITY OF PALM BEACH GARDENS

City Clerk

By: _____
Mayor

Approved as to form and legal sufficiency:

SEAL

City Attorney

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PALM BEACH COUNTY

EXECUTED this _____ day of SEP 0.2 1997, 1997.

ATTEST:

Dorothy H. Wilken

By: Marietta Burton
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

R97 1156D

Approved as to form and legal sufficiency:

_____
County Attorney

SEAL

SEP 0 2 1997

Cwp70/daa/080697

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RESOLUTION 62-97

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING TWO (2) REGULAR REPRESENTATIVES AND TWO (2) ALTERNATIVE REPRESENTATIVES TO THE NORTHLAKE BOULEVARD CORRIDOR TASK FORCE; AND, PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA:

Section 1. The Village Council of the Village of North Palm Beach, Florida, does hereby appoint the following regular representatives to the Northlake Boulevard Corridor Task Force:

Regular Representative: Charles R. O'Meilia

Regular Representative: David Norris

Section 2. The Village Council of the Village of North Palm Beach, Florida, does hereby appoint the following alternate representatives to the Northlake Boulevard Corridor Task Force:

First Alternate Representative: Dennis Kelly

Second Alternate Representative: V. A. Marks

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 25th DAY OF SEPTEMBER, 1997.

MAYOR

ATTEST:

VILLAGE CLERK

R98 1378D

RESOLUTION 36, 1997

A RESOLUTION OF THE COMMISSION, OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK, THE VILLAGE OF NORTH PALM BEACH, THE CITY OF PALM BEACH GARDENS AND PALM BEACH COUNTY RELATIVE TO THE NORTHLAKE BOULEVARD CORRIDOR TASK FORCE; PROVIDING AND EFFECTIVE DATE.

WHEREAS, the Town of Lake Park and the Village of North Palm Beach have been specifically concerned with encouraging the enhancement, improvement and redevelopment within the Northlake Boulevard Corridor, and

WHEREAS, in order to accomplish their mutual objectives, the Town of Lake Park and the Village of North Palm Beach did enter into an interlocal agreement on July 17, 1997, pursuant to the authority granted in Chapter 163, Part I, Florida Statutes, "The Florida Interlocal Cooperation Act of 1969," and

WHEREAS, portions of the Corridor are located in the Town of Lake Park, while other portions are located in the Village of North Palm Beach, in the City of Palm Beach Gardens, and in Palm Beach County, and

WHEREAS, the City of Palm Beach Gardens and Palm Beach County are desirous of joining with the Town of Lake Park and the Village of North Palm Beach in these efforts

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

SECTION I

The Mayor is hereby authorized and directed to execute the Interlocal Agreement attached hereto as Exhibit "A" and made a part hereof, in accordance with Chapter 163, Florida Statutes.

SECTION II

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

READ AND ADOPTED THIS 3RD DAY OF SEPTEMBER, 1997.

TOWN OF LAKE PARK FLORIDA SEAL

ATTEST:

Town Clerk

VICE MAYOR

R98 1378D

RESOLUTION 94, 1997 9/4/97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, PROVIDING FOR THE APPOINTMENT OF TWO REGULAR MEMBERS AND TWO ALTERNATE MEMBERS TO THE NORTHLAKE BOULEVARD CORRIDOR TASK FORCE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Beach Gardens approved Resolution 57, 1997, on August 21, 1997, providing for an interlocal agreement to form a task force for the purpose of facilitating renovation and/or redevelopment of the Northlake Boulevard Corridor between the Village of North Palm Beach, the Town of Lake Park, the City of Palm Beach Gardens, and Palm Beach County; and

WHEREAS, the Northlake Boulevard Corridor Interlocal Agreement requires the appointment of two regular members and two alternate members from each participating municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA:

SECTION 1. Councilwoman Linda Monroe and Marty Minor are hereby appointed as Regular Members of the Northlake Boulevard Corridor Task Force, to represent the City of Palm Beach Gardens.

SECTION 2. Vice Mayor Lauren Furtado and Greg Dunham are hereby appointed as the First Alternate member and Second Alternate member, respectively, of the Northlake Boulevard Corridor Task Force, to represent the City of Palm Beach Gardens in the event a regular member is unable to attend meetings of the Task Force..

SECTION 3. This Resolution shall be effective upon adoption.

INTRODUCED, PASSED AND ADOPTED THIS 4th DAY OF September, 1997.

JOSEPH R. RUSSO, MAYOR

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ATTEST:
LINDA V. KOSIER, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

CITY ATTORNEY

VOTE:

	AYE	NAY	ABSENT
COUNCIL MEMBER RUSSO	✓		
COUNCIL MEMBER MONROE			✓
COUNCIL MEMBER JABLIN	✓		
COUNCIL MEMBER FURTADO	✓		
COUNCIL MEMBER CLARK	✓		

R98 1378D

RESOLUTION NO. 33-98

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AMENDMENT ATTACHED AS EXHIBIT "A" TO THE INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, THE TOWN OF LAKE PARK, CITY OF PALM BEACH GARDENS AND COUNTY OF PALM BEACH EXTENDING THE EFFECTIVE DATE OF THE AGREEMENT FOR A PERIOD OF TWO (2) YEARS, WHICH AGREEMENT CREATED THE NORTHLAKE BOULEVARD TASK FORCE FOR THE PURPOSE OF EVALUATING AND RECOMMENDING A PLAN FOR IMPROVEMENT, RENOVATION AND/OR REDEVELOPMENT OF THE NORTHLAKE BOULEVARD CORRIDOR INCLUDING THOSE PORTIONS OF THE CORRIDOR LOCATED WITHIN THE VILLAGE; DIRECTING THE VILLAGE CLERK TO FURNISH CERTIFIED COPIES OF THIS RESOLUTION TO THE MEMBERS OF THE NORTHLAKE BOULEVARD TASK FORCE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach, Town of Lake Park, City of Palm Beach Gardens and County of Palm Beach entered into an interlocal agreement creating the Northlake Boulevard Task Force for the purpose of evaluating and recommending a plan for improvement, renovation and/or redevelopment of the Northlake Boulevard Corridor including those portions of the corridor located within the Village; and,

WHEREAS, the interlocal agreement provides that it is to be effective upon a resolution being enacted by the member municipalities and County of Palm Beach and is automatically to cease one (1) year from its effective date unless subsequently extended by amendment; and

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WHEREAS, Village is desirous that the agreement remain in full force and effect for an additional two (2) year period.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA:

Section 1. The Village Council of the Village of North Palm Beach, Florida, does hereby approve the amendment attached as Exhibit "A" to the Interlocal Agreement between the Village of North Palm Beach, the Town of Lake Park, City of Palm Beach Gardens and County of Palm Beach extending the effective date of such agreement for a period of two (2) years.

Section 2. The Mayor and Village Clerk are hereby authorized and directed to execute the amendment to the Interlocal Agreement extending the effective date for a period of two (2) years.

Section 3. The Village Clerk shall furnish a certified copy of this Resolution to the Town of Lake Park, City of Palm Beach Gardens and County of Palm Beach.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 27th DAY OF August, 1998.

(Village Seal)

MAYOR

R98 1378D

ATTEST: Kathleen A. Kelly, CMC
VILLAGE CLERK

R98 1378D

RESOLUTION 90, 1998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, PROVIDING FOR AN AMENDMENT TO RESOLUTION 57, 1997, WHICH APPROVED AN INTERLOCAL AGREEMENT TO FORM THE NORTHLAKE BOULEVARD TASK FORCE, BY EXTENDING THE EXPIRATION DATE OF THE INTERLOCAL AGREEMENT TO SEPTEMBER 1, 2000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AMENDMENT;AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 2, 1997, the Village of North Palm Beach, the Town of Lake Park, the City of Palm Beach Gardens and Palm Beach County entered into an Interlocal Agreement to create the Northlake Boulevard Task Force;

WHEREAS, the Interlocal Agreement provides that it can only be amended in writing and any amendment must be adopted and approved by all participants in the same manner as the original agreement;

WHEREAS, the Agreement automatically ceases to be effective one (1) year from the effective date, unless subsequently extended by amendment; and

WHEREAS, the parties wish to extend the Agreement for an additional two (2) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA:

SECTION 1. The First Amendment, copy attached hereto and made a part hereof, to the Interlocal Agreement dated September 2, 1997, between the Village of North Palm Beach, Town \f Lake Park, City of Palm Beach Gardens and Palm Beach County, for the purpose of forming t he Northlake Boulevard Task Force, is hereby approved, extending the expiration date of the Agreement to September 2, 2000.

SECTION 2. The City Council of the City of Palm Beach Gardens hereby authorizes the Mayor and City Clerk to execute the First Amendment to the Interlocal Agreement between the Village of North Palm Beach, the Town of lake Park, the City of Palm Beach Gardens, and Palm Beach County, which is attached hereto as Exhibit "A".

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SECTION 3. This Resolution shall be effective upon adoption.

INTRODUCED, PASSED AND ADOPTED THIS 20th DAY OF AUGUST, 1998.

MAYOR JOSEPH R. RUSSO

ATTEST:
LINDA V. KOSIER, CMC, CITY CLERK

Approved as to Form and Legal Sufficiency.

C Wallace
City Attorney

VOTE:

	AYE	NAY	ABSENT
COUNCILMAN RUSSO	✓		
COUNCILWOMAN FURTADO	✓		
COUNCILMAN JABLIN			✓
COUNCILMAN CLARK	✓		
COUNCILMAN SABATELLO	✓		

R98 1378D

Attachment 1

R98 1378D SEP - 1 1998

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
DATED SEPTEMBER 2, 1997 (R97-1156D)
BETWEEN THE VILLAGE OF NORTH PALM BEACH, TOWN OF LAKE PARK,
CITY OF PALM BEACH GARDENS AND PALM BEACH COUNTY

This Amendment to the Agreement is made and being entered into by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "NORTH PALM"), the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter "LAKE PARK"), the CITY OF PALM BEACH GARDENS, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "GARDENS"), and PALM BEACH COUNTY, 301 North Olive Avenue, West Palm Beach, FL 33401 (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, on or about September 2, 1997 the Village of North Palm Beach, the Town of Lake Park, the City of Palm Beach Gardens and Palm Beach County entered into an Interlocal Agreement to create the Northlake Boulevard Task Force; and

WHEREAS, the Interlocal Agreement provides that it can only be amended in writing and any amendment must be adopted and approved by all participants in the same manner as the original agreement; and

WHEREAS, the Agreement automatically ceases to be effective one (1) year from the effective date, unless subsequently extended by amendment; and

WHEREAS, the parties wish to extend the Agreement for an additional two (2) years; and

R98 1378D

NOW, THEREFORE, the undersigned parties for and in consideration of the mutual benefits set forth in the Interlocal Agreement and this amendment, hereto, do hereby agree to amend the Interlocal Agreement and represent, covenant and agree with each other as follows:

SECTION ONE

Representations

The facts, statements, and recitals heretofore set forth are true and correct, and are hereby incorporated in this Agreement by this reference.

SECTION TWO

Amend Section Six-Miscellaneous Provisions -Effective Date

Section Six -Effective Date is hereby amended to read:

This Agreement shall automatically cease to be effective two (2) years from the effective date of this amendment, unless subsequently extended by additional amendment.

SECTION THREE

In all other respects the Agreement dated September 2, 1997 shall remain in full force and effect as adopted.

This Amendment shall be effective upon adoption of a resolution being enacted by The Village of North Palm Beach, the Town of Lake Park and the City of Palm Beach Gardens, each authorizing its respective Mayor or Clerk to execute this Amendment and upon approval by the Board of County Commissioners of Palm Beach County.

R98 1378D

IN WITNESS WHEREOF, the Participants have set their hands and seals on the day(s), month(s), and year hereinafter written.

VILLAGE OF NORTH PALM BEACH

EXECUTED this 27th day of August, 1998.

ATTEST:

Village Clerk

VILLAGE OF NORTH PALM BEACH

By: _____
Mayor

SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Village Attorney

R98 1378D

TOWN OF LAKE PARK

EXECUTED THIS 26th day of August, 1998.

ATTEST:

Barbara C. Schirling
Town Clerk

TOWN OF LAKE PARK

By: William F. Wagner
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Tilly Mowbray
Town Attorney

TOWN OF LAKE PARK SEAL FLORIDA

R98 1378D

CITY OF PALM BEACH GARDENS

EXECUTED this 20th day of August, 1998.

ATTEST:

Linda V. Kauer
City Clerk

CITY OF PALM BEACH GARDENS

By: _____
Mayor

SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Carole Wallace
City Attorney

PALM BEACH COUNTY

EXECUTED this _____ day of SEP - 1 1998, 1998.

ATTEST:
Board of County Commissioners
Dorothy H. Wilken, Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
County Attorney

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

R98 1378D

SEAL

BOARD OF COUNTY COMMISSIONERS
PALM BEACH
COUNTY
FLORIDA

I:\PICTURES\ZONING\CONCURRE\PROJECTS\WBCTFWRTHLAK1.AMD

R98 1378D

RESOLUTION NO. 16.04.06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT PERTAINING TO THE NORTHLAKE BOULEVARD OVERLAY TASK FORCE, BY AND BETWEEN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, THE CITY OF PALM BEACH GARDENS, AND THE TOWN OF NORTH PALM BEACH, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Town of North Palm Beach, the City of Palm Beach Gardens, Palm Beach County and the Town of Lake Park previously entered into an Interlocal Agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as "Task Force") on September 2, 1997, pursuant to Resolution No. 97-1156), (hereinafter referred to as the "Agreement"); and

WHEREAS, the original Agreement was subsequently amended by the First Amendment to the Agreement, which was effective on August 20,1998 (R-98-1378D), by the Second Amendment to the Agreement which was effective on August 22, 2000 (R-2000-1182), by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394), and by the Amendment to the Amended and Restated Agreement, which was effective on September 13, 2005; and

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local government units to enter into agreements to cooperate with other localities to best serve the needs of the local communities; and

WHEREAS, the Task Force has, in accordance with the Agreement, facilitated the development of the Northlake Corridor Streetscape Plan and the Northlake Corridor Overlay Zoning District regulations; and

WHEREAS, the Town of North Palm Beach, the City of Palm Beach Gardens, and Palm Beach County have adopted the Northlake Corridor Streetscape Plan (hereinafter referred to as the "Plan") and have adopted the Northlake Boulevard Overlay Zoning District regulations (hereinafter referred to as "NBOZ"); and

WHEREAS, the Task Force has received a Municipal Planning Organization grant for the completion of Phase 1 and Phase 2 of the Plan; and

WHEREAS, the Town also adopted the Plan but the Town was subsequently deleted from the Agreement after the Town Commission passed a Resolution withdrawing from the Task Force; and

WHEREAS, the Town seeks to rejoin the Task Force and has agreed to adopt the NBOZ regulations.

WHEREAS, the Town and the Town of North Palm Beach, the City of Palm Beach Gardens, and Palm Beach County, have agreed to be bound by the terms and provisions of the Second Amendment to the Amended and Restated Interlocal Agreement, a copy of which is attached hereto as **Exhibit "A";** and

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

SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

On behalf of the Town of Lake Park, Florida, the Mayor is hereby authorized and directed to execute the Second Amendment to the Amended and Restated Interlocal Agreement, attached hereto as **Exhibit "A"**, by and between the Town of Lake Park, and the Town of North Palm Beach, the City of Palm Beach Gardens, and Palm Beach County, pursuant to which the Town of Lake Park rejoins the Northlake Boulevard Task Force and adopts the NBOZ regulations as provided therein.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius who moved its adoption. The motion was seconded by Commissioner Osterman, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	X	
VICE-MAYOR ED DALY	X	
COMMISSIONER CHUCK BALIUS	X	
COMMISSIONER JEFF CAREY	X	
COMMISSIONER PATRICIA OSTERMAN	X	

The Town Commission thereupon declared the foregoing Resolution NO. 16.04.06 duly passed and adopted this 5 day of April, 2006.

TOWN OF LAKE PARK, FLORIDA

BY: _____
PAUL W. CASTRO
MAYOR

ATTEST:

_____
Vivian Mendez
TOWN CLERK

(TOWN SEAL)

TOWN OF LAKE PARK SEAL FLORIDA

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

SECOND AMENDMENT TO INTERLOCAL AGREEMENT DATED SEPTEMBER 2, 1997 (R97-1156D) BETWEEN THE VILLAGE OF NORTH PALM BEACH, TOWN OF LAKE PARK, CITY OF PALM BEACH GARDENS AND PALM BEACH COUNTY

This Amendment to the Agreement is made and being entered into by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "NORTH PALM"), the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter "LAKE PARK"), the CITY OF PALM BEACH GARDENS, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "GARDENS"), and PALM BEACH COUNTY, 301 North Olive Avenue, West Palm Beach, FL 33401 (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, on or about September 2, 1997 the Village of North Palm Beach, the Town of Lake Park, the City of Palm Beach Gardens and Palm Beach County entered into an Interlocal Agreement to create the Northlake Boulevard Task Force. This Agreement was for a period of (1) one year; and

WHEREAS, on or about September 1, 1998 the Interlocal Agreement was amended to extend the Agreement for an additional two (2) years; and

WHEREAS, the Interlocal Agreement provides that it can only be amended in writing and any amendment must be adopted and approved by all participants in the same manner as the original agreement; and

WHEREAS, the Agreement automatically ceases to be effective two (2) years from the effective date of the First Amendment, unless subsequently extended by amendment; and

WHEREAS, the parties wish to extend the Agreement for an additional five (5) years; and

NOW, THEREFORE, the undersigned parties for and in consideration of the mutual benefits set forth in the Interlocal Agreement and this amendment, hereto, do hereby agree to amend the Interlocal Agreement and represent, covenant and agree with each other as follows:

SECTION ONE

Representations

The facts, statements, and recitals heretofore set forth are true and correct, and are hereby incorporated in this Agreement by this reference.

SECTION TWO

Amend Section Six-Miscellaneous Provisions -Effective Date

Section Six -Effective Date is hereby amended to read:

This Agreement shall automatically cease to be effective five (5) years from the effective date of this amendment, unless subsequently extended by additional amendment.

SECTION THREE

In all other respects the Agreement dated September 2, 1997 shall remain in full force and effect as adopted.

This Amendment shall be effective upon adoption of a resolution being enacted by The Village of North Palm Beach, the Town of Lake Park and the City of Palm Beach Gardens, each authorizing its respective Mayor or Clerk to execute this Amendment and upon approval by the

TOWN OF LAKE PARK

EXECUTED THIS _____ day of _____, 2000.

ATTEST:

_____
Town Clerk

TOWN OF LAKE PARK

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

SEAL

_____
Town Attorney

Board of County Commissioners of Palm Beach County.

IN WITNESS WHEREOF, the Participants have set their hands and seals on the day(s), month(s), and year hereinafter written.

VILLAGE OF NORTH PALM BEACH

EXECUTED this _____day of _____, 2000.

ATTEST:

_____
Village Clerk

VILLAGE OF NORTH PALM BEACH

By:_____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
Village Attorney

SEAL

CITY OF PALM BEACH GARDENS

EXECUTED this _____ day of _____, 2000.

ATTEST:

CITY OF PALM BEACH GARDENS

_____
City Clerk

By:_____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

SEAL

_____
City Attorney

PALM BEACH COUNTY

EXECUTED this _____ day of _____, 2000.

ATTEST:

Dorothy H. Wilken

By:_____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

SEAL

_____
County Attorney

U:\ZONING\BA_Con\Concur\PROJECTS\Nbctf\Nbctf\nlbamdt2.wpd

MAY 16 2006

SECOND AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS AND PALM BEACH COUNTY ADDING TOWN OF LAKE PARK AS A PARTICIPANT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS AND PALM BEACH COUNTY ADDING TOWN OF LAKE PARK AS A PARTICIPANT (hereinafter referred to as "Amendment") is made and being entered into by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "NORTH PALM"), the CITY OF PALM BEACH GARDENS, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "GARDENS"), and PALM BEACH COUNTY, 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter "COUNTY") and TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter "LAKE PARK").

WHEREAS, NORTH PALM, GARDENS, COUNTY and LAKE PARK previously entered into an interlocal agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as "Task Force") on September 2, 1997 (R-97-1156), said agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, said Agreement was subsequently amended by First Amendment to Agreement which was effective on August 20,1998 (R-98-1378D) and by Second Amendment to Agreement which was effective on August 22, 2000 (R-2000-1182), Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-

0394) and Amendment to Amended and Restated Agreement, which was effective on September 13, 2005; and

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local government units to enter into agreements to cooperate with other localities to best serve the needs of the local communities; and

WHEREAS, the Task Force has, in accordance with the Agreement, facilitated the development of the Northlake Corridor Streetscape Plan and the Northlake Corridor Overlay Zoning District regulations; and

WHEREAS, NORTH PALM, the GARDENS and the COUNTY have adopted the Northlake Corridor Streetscape Plan (hereinafter referred to as the "Plan") and have adopted the Northlake Boulevard Overlay Zoning District regulations (hereinafter referred to as "NBOZ"); and

WHEREAS, the Task Force has received a Municipal Planning Organization grant for the completion of Phase 1 and Phase 2 of the Plan.

WHEREAS, LAKE PARK also adopted the plan but subsequently was deleted from the Agreement after it passed a resolution withdrawing from the Task Force.

WHEREAS, LAKE PARK seeks to rejoin the Task Force and has agreed to adopt the NBOZ regulations.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, NORTH PALM, the GARDENS, LAKE PARK and the COUNTY hereby adopt this Second Amendment to the Amended and Restated Agreement as follows:

Part 1. The Agreement is hereby amended as is shown in Part 1 of the Amendment. Changes are indicated by strikethrough and underline. The portions of the Agreement that have not been changed are shown for informational purposes.

Section 1. REPRESENTATIONS

The facts, statements, and recitals heretofore set forth are true and correct and are hereby incorporated in this Agreement by reference:

Section 2. APPOINTMENT OF TASK FORCE REPRESENTATIVES

The Task Force shall consist of ~~six (6)~~ eight (8) representatives, with NORTH PALM, GARDENS, LAKE PARK, and the COUNTY (hereinafter each a "Participant" and jointly "Participants") each appointing two (2) regular representatives to the Task Force, at least one of whom must be an elected official of the appointing Participant. Each Participant shall also appoint two (2) alternate representatives. Each Participant shall appoint representatives and alternates following the same formal procedure the Participant uses for board or commission appointments.

Section 3. QUORUM AND VOTING OF TASK FORCE REPRESENTATIVES.

A quorum of the Task Force shall be necessary for it to conduct any business and shall consist of at least one representative (regular or alternate) from each Participant and a total of at least ~~four (4)~~ five (5) representatives present. Each regular representative shall have one vote. An alternate representative shall sit on behalf of the appointing Participant and have a vote when one (1) of the regular representatives of such Participant is absent. A majority of those present shall be required to pass a

motion, except that any recommended plan must be approved by a majority which includes at least one representative from (3) of the Participants.

Section 4. AUTHORITY OF TASK FORCE REPRESENTATIVES.

A. NORTH PALM, GARDENS, LAKE PARK and COUNTY each authorize their respective representatives to participate in the Task Force and to take such actions as may be necessary to implement the Plan adopted by the governing bodies of the Participants, and to review and propose amendments to the Plan as deemed necessary by the Task Force.

B. To this end, Task Force representatives are authorized to meet as necessary and to contract for such professional assistance as they deem necessary to facilitate the completion of their task, within the limits of the funding provided herein. In each instance where it becomes necessary to retain professional assistance, the Task Force first shall seek such professional assistance from staff employed or consultants retained by the Participants before deciding to retain "outside" staff or consultants. Costs for such professional assistance shall be born equally by the Participants.

The Task Force shall submit a proposed budget no later than May 1st of each year for each governing body's consideration to fund activities for the ensuing fiscal year.

The Task Force agrees that the adopted Plan will be implemented in various phases, and that the timing of the completion of individual phases shall be accomplished in the following initial sequence: Phase 1, Phase 2, and Phase 4. The participants further agree that nothing in this Agreement shall preclude any individual

Participant from constructing or causing to be constructed any portion of the median beautification project at any time, as long as the installation is constructed in accordance with the adopted Plan.

C. The Gardens, North Palm Beach and County have adopted the NOBOZ regulations. Lake Park agrees to adopt the NBOZ regulations.

Section 5. Financial Obligations

A. Each ~~member~~ Participant hereby pledges its support to the implementation of the adopted Plan and the construction of the beautification improvements.

B. To the extent permitted by law, and subject to the annual appropriation of funding by each member, the Participants intend to ~~commit to~~ contribut~~ing~~e an equal share to secure implementation and completion of all phases of the Plan within ten years from the date of this Agreement or upon completion of all phases of the Plan, whichever occurs first. In kind services, as approved by the Task Force, may be substituted for monetary contributions.

Section 6. TERM OF AGREEMENT

A. This Agreement shall continue through September 30, 2010, but may be extended by written instrument of the Participants.

B. Any Participant ~~party~~ may withdraw from this Agreement upon thirty (30) days' written notice to the other parties, thereby relieving the withdrawing Participant ~~party~~ of all obligations and benefits arising out of this Agreement.

Section 7. GENERAL TERMS AND CONDITIONS

A. This Agreement sets forth all the rights, responsibilities and obligations of the ~~members~~ Participants to each other, represents the entire understanding of the members, and supersedes all other negotiations, representations, or agreements, whether written or oral, relating to the subject matter of this Agreement. This Agreement cannot be changed, altered, amended or modified except by written instrument signed by the duly authorized representatives of the ~~parties~~ Participants adopted and approved by all ~~parties~~ Participants in the same manner as the Agreement.

B. The headings given to the Section herein are inserted only for convenience and are no way to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

C. This Agreement is authorized by Section 163.01 Fla. Statutes, being a joint exercise of power shared in common which any municipality could exercise separately. This Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida, upon execution by all of the members.

D. Nothing stated in this Agreement shall be construed to give any rights or benefits of any ~~member~~ Participant to this Agreement to anyone other than the above listed members, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and the exclusive benefit of the ~~members~~ Participants, and not for the benefit of any other.

E. This Agreement may not be assigned by any ~~member~~ Participant.

F. This document can be signed in counterparts.

G. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Participants and their legal representatives, successors, and assigns.

H. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect, so far as possible.

I. Any portion of the Interlocal Agreement not contained in this Agreement is hereby repealed.

J. All actions taken by the Task Force pursuant to the Interlocal Agreement and amendments thereto remain in full force and effect.

K. The adoption of this Agreement does not affect the status of representatives of each of the Participants currently appointed to the Task Force.

L. This Agreement shall become effective upon a Resolution being enacted by NORTH PALM and GARDENS, each authorizing its respective Mayor and Clerk to execute this Agreement, and upon approval by the Board of County Commissioners of COUNTY.

Part 2. Except as expressly set forth herein, all terms and conditions in the Agreement shall remain in full force and effect.

Part 3. This Amendment shall become effective upon a Resolution being enacted

by NORTH PALM, GARDENS and LAKE PARK, each authorizing its respective Mayor and Clerk to execute this Amendment, and upon approval by the Board of County Commissioners of COUNTY.

Part 4. This Amendment shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida upon execution by all Participants.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed this 6th day of June, 2006.

ATTEST:

By: _____
City Clerk

CITY OF PALM BEACH GARDENS

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
City Attorney

ATTEST:

By: _____
Village Clerk

VILLAGE OF NORTH PALM BEACH

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

ATTEST:

TOWN OF LAKE PARK SEAL FLORIDA

By:_____
Town Clerk

TOWN OF LAKE PARK

By:_____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
Town Attorney

MAY 16 2006

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By:_____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA

By:_____
Tony Masilotti, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
County Attorney

G:\WPDATA\LANDUSE\RBANKS\zoning\NBTF.AGMT #5 3 doc

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller certify
this to be a true and correct copy of the original
filed in my office on MAY 16 2006
dated at West Palm Beach, FL on 5-25-2006
By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FLORIDA

R2010-1761 OCT 28 2010

THIRD AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS, TOWN OF LAKE PARK, AND PALM BEACH COUNTY

THIS THIRD AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS, TOWN OF LAKE PARK, AND PALM BEACH COUNTY (hereinafter referred to as "THIRD AMENDMENT") is made and entered into by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "NORTH PALM"), the CITY OF PALM BEACH GARDENS, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "GARDENS"), the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter "LAKE PARK"), and PALM BEACH COUNTY, 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter "COUNTY") (hereinafter collectively referred to as "Participants"); and

WHEREAS, the Participants previously entered into an interlocal agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as "Task Force") on September 2, 1997 (R-97-1156) (hereinafter referred to as the "Agreement"); and

WHEREAS, said Agreement was subsequently amended by the First Amendment to Agreement, which was effective on August 20,1998 (R-98-1378D) and by the Second Amendment to Agreement, which was effective on August 22, 2000 (R-2000-1182); and

WHEREAS, the Agreement was subsequently replaced in its entirety by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394) (hereinafter referred to as "Restated Agreement"); and

WHEREAS, the Restated Agreement was subsequently amended by the Amendment to Amended and Restated Agreement, which was effective on September 13, 2005, and the Second Amendment to the Amended and Restated Agreement, which was effective on May 6, 2006 (R-2006-0866); and

WHEREAS, the Restated Agreement as amended by R-2006-0866 provides in Part 1, Section 6 that the term of the Agreement continues through September 30, 2010, but may be extended by written instrument of the Participants; and

WHEREAS, the Participants have determined it is appropriate to extend the Agreement for a period of one year.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, NORTH PALM, the GARDENS, LAKE PARK, and the COUNTY hereby extend the term of the Agreement as follows:

Part 1. The facts, statements, and recitals heretofore set forth are true and correct and are hereby incorporated in this THIRD AMENDMENT by reference.

Part 2. This Agreement shall continue through September 30, 2011, but may be extended by written instrument of the Participants.

Part 3. This THIRD AMENDMENT may be executed in counterparts.

Part 4. Except as expressly set forth herein, all terms and conditions in the Restated Agreement and any previous amendments thereto shall remain in full force and effect.

Part 5. This THIRD AMENDMENT shall become effective upon filing a fully executed THIRD AMENDMENT with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this EXTENSION to be executed this _____ day of _____, 2010.

ATTEST:

By:_____
Patricia Snider, CMC, City Clerk

CITY OF PALM BEACH GARDENS

By:_____
David Levy, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
R. Max Lohman, City Attorney

ATTEST:

By:_____
Village Clerk

VILLAGE OF NORTH PALM BEACH

By:_____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
Village Attorney

Part 5. This THIRD AMENDMENT shall become effective upon filing a fully executed THIRD AMENDMENT with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this EXTENSION to be executed this _____ day of _____, 2010.

ATTEST:

CITY OF PALM BEACH GARDENS

By:_____
Patricia Snider, CMC, City Clerk

By:_____
David Levy, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
R. Max Lohman, City Attorney

ATTEST:

VILLAGE OF NORTH PALM BEACH

By: Melissa Teal, CMC
Melissa Teal, Village Clerk

By: William L. Manuel
William L. Manuel, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:
Leonard Rubin, Village Attorney

ATTEST:

By: _____
Town Clerk

TOWN OF LAKE PARK SEAL FLORIDA

TOWN OF LAKE PARK

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Town Attorney

R2010 1761 OCT 28 2010

BOARD OF COUNTY

COMMISSIONERS
ATTEST:

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FLORIDA

PALM BEACH COUNTY, FLORIDA

By: _____
, Chair Burt Aaronson

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Comptroller
certify this to be a true and correct copy of the original
filed in my office on OCT 28 2010
dated at West Palm Beach, FL on _____
By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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Denise M. Nieman
County Attorney

P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2225
Suncom (561) 273-2225
FAX: (561) 355-4398
www.pbcgov.com

Palm Beach County Board of County Commissioners

Burt Aaronson, Chair

Karen T. Marcus, Vice Chair

Shelley Vana

Steven L. Abrams

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity Affirmative Action Employer"

printed on recycled paper

November 3, 2010

Village of North Palm Beach
Attn: Tammy Rotmen
501 U.S. Highway 1
North Palm Beach, FL 33408

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

City of Palm Beach Gardens
Attn: Patty Snyder
10500 N. Military Trail
Palm Beach Gardens, FL 33410

RE: Third Amendment to Amended and Restate Interlocal Agreement between North Palm Beach, Palm Beach Gardens, Lake Park and Palm Beach County

Enclosed please find a certified copy of the above referenced Agreement, approved by the Board of County Commissioners on October 28th, for your files.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Lynne K. Reilly
Legal Secretary to
Robert P. Banks
Senior Assistant County Attorney

Attachment

TAB 8

Town of Lake Park Town Commission

Agenda Request For

Meeting Date: July 13, 2011 **Agenda Item No.** Tab 8

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

SUBJECT: Interlocal Agreement with Northern Palm Beach County Improvement District, Designating the District as Lead Permittee to Coordinate the Joint Activities Required Under the MS4 NPDES Third Term Permit.

RECOMMENDED MOTION/ACTION: Approve Agreement

Approved by Town Manager _____ **Date:** 7/8/11

David Hunt/Public Works Director
Name/Title

June 8, 2011
Date of Actual Submittal

Originating Department: Public Works	**Costs: $3,403.00 (First Year)** **Funding Source: FY '11/'12 Stormwater Utility Fund** **Acct. # 402-53-538-402-34010**	**Attachments:** **Resolution** **Agreement** **Attorney Approval** **Year 2003, Former Agreement**
Department Review: **[X] Attorney (See Attached)** [ ] Community Development___ **[X] Finance** AMC 6/24/11 [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ **[X] Public Works** 6/24/11 [ ] Recreation _____ [ ] Town Clerk _____ **[X] Town Manager** _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case** **Please initial one.**

Summary Explanation/Background: In 1996, the United States Environmental Protection Agency (EPA) issued the First Term National Pollutant Discharge Elimination System (NPDES) Permit to 40 governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System (MS4) Permittees. Due to the number of Permittees and the common tasks that each entity has to perform pursuant to the Permit, it was decided that it would be more economically and administratively feasible to share duties, responsibilities, and costs between all Permittees by establishing a Lead Permittee. The Northern Palm Beach County Improvement District was designated as the Lead Permittee for the purposes of an Interlocal Agreement.

The Town of Lake Park entered into an Interlocal Agreement with the Lead Permittee along with all the other Palm Beach County Permittees for the First and Second Term Permits. As the Second Term Permit was set to expire, the Lead Permittee negotiated with the EPA and the Florida Department of Environmental Protection (FDEP) on behalf of all the Co-Permittees to gain more favorable terms on the conditions being required in the newly executed Third Term Permit.

All Co-Permittees have enjoyed the mutual benefits of the Lead Permittee's retention of the necessary legal and engineering consultants required to execute all three of these permits. Throughout the term of each Permit, these consultants have also assisted the Co-Permittees in the areas of regulatory and operational compliance, staff training, and Annual Report submittal in order to ensure that the terms of the permit are carried out. The consultants also represent the Co-Permittees whenever their permits are reviewed and audited.

In order to retain the services provided by the Lead Permittee, the Town of Lake Park must execute the attached Interlocal Agreement which covers the entire term of the Third Term Permit (approximately five years). A condition of the Agreement requires the Town to proportionately contribute to the annual budget established by the Lead Permittee which pays for the group's professional services. The Fiscal Year 2011/2012 Budget requires the Town to contribute Three thousand four hundred and three ($3,403.00) Dollars. This contribution may change year to year depending upon the workload of the consultants negotiating with the regulatory agencies.

It is more cost effective and efficient to submit the Town's Annual Report with all of the other County Co-Permittees and take advantage of the "economy of scale" versus answering to the FDEP and the EPA alone.

RESOLUTION NO. 22-06-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("NPDES") THIRD TERM PERMIT INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Town and The Northern Palm Beach County Improvement District ("NPBCID") have previously agreed to a enter into an Interlocal Agreement whereby the NPBCID administers the National Pollutant Discharge Elimination System ("NPDES") permitting for the Town as well as other municipalities in Palm Beach County; and

WHEREAS, NPBCID has proposed that the Town enter into a Third Term NPDES Permit Interlocal Agreement; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town and the County to enter into the Third Term Interlocal Agreement.

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

SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

The Mayor is hereby directed and authorized to execute the NPDES Third Term Permit Interlocal Agreement.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

NPDES THIRD TERM PERMIT
INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as the "Lead Permittee"), and TOWN OF LAKE PARK (hereinafter referred to as "the Co-Permittee").

W I T N E S S E T H:

WHEREAS, the United States Environmental Protection Agency (hereinafter referred to as "EPA") on the 9th day of December, 1996, issued its National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000018 (with it and all such subsequent permits being hereinafter referred to as the "MS4 NPDES Permit") to approximately forty (40) governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System ("MS4") Permittees (hereinafter referred to jointly as the "Permittees"); and

WHEREAS, EPA has since delegated its regulatory and enforcement authority relating to the MS4 NPDES Permit to the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, Section 403.0885, Florida Statutes, established the federally approved state NPDES Program; and

WHEREAS, FDEP Rule 62-4.052, F.A.C., implemented an annual regulatory program and also set fees to effect the legislative intent that FDEP's costs for administering the NPDES Permit be borne by the regulated entities; and

WHEREAS, at or before the expiration of each MS4 NPDES Permit, the Permittees must file a re-application to FDEP for renewal of the MS4 NPDES Permit for a subsequent term; and

WHEREAS, the MS4 NPDES Permits granted by FDEP to the Permittees contain separate obligations and responsibilities for each individual Permittee, as well as obligations and responsibilities that may be performed jointly by the Permittees; and

WHEREAS, due to the number of Permittees and the tasks that must be performed pursuant to each MS4 NPDES Permit, it would be more economically and administratively feasible to allocate duties, responsibilities, and costs associated with the MS4 NPDES Permits pursuant to individual interlocal agreements between each Co-Permittee and the Lead Permittee; and

WHEREAS, the Permittees previously established a 7-member Steering Committee comprised of 2 representatives of large municipalities, 2 representatives of smaller municipalities, 1 representative of special districts, 1 representative from Palm Beach County, and the Lead Permittee, which Committee will continue to coordinate the joint activities required under the MS4 NPDES

Permit. including but not limited to recommending to the Lead Permittee retention of necessary consultants to execute each MS4 NPDES Permit; and

WHEREAS, the parties hereto are authorized pursuant to Chapter 163, Part I, Florida Statutes, as amended, to enter into this Agreement and do hereby adopt, ratify and confirm the provisions and incorporation herein of Subparagraph (9), Section 163.01, Florida Statutes.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION ONE
REPRESENTATIONS

1.01. Recitals. The recitals and representations as set forth hereinabove are true and correct to the best of the knowledge of the parties and are incorporated herein by this reference.

SECTION TWO
DESIGNATION OF PARTIES

2.01. Lead Permittee. Northern Palm Beach County Improvement District is hereby designated as the Lead Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

2.02. Co-Permittee. The Town of Lake Park is hereby designated as a Co-Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

SECTION THREE
TERM OF AGREEMENT

3.01. Agreement Term. The term of this Agreement begins as of the date it is signed by the last of the parties, and shall continue from year to year, subject to the annual Funding Year (as hereinafter defined) renewal process set forth in following Section 3.03, unless otherwise terminated in accordance with other provisions of this Agreement. The parties to this Agreement shall undertake a mutual review of this Agreement during the final year of the term of each Permit.

3.02. Funding Year. The term "Funding Year" is defined as a fiscal year beginning on October 1 and ending on September 30.

3.03. Renewal. This Agreement shall be automatically renewed as of the beginning date of each Funding Year and continue in full force and effect from Funding Year to Funding Year, unless: (i) a party to this Agreement provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Funding Year, or (ii) the Agreement has been previously terminated as provided herein.

SECTION FOUR
SCOPE OF WORK AND ALLOCATION OF DUTIES AND OBLIGATIONS

4.01. Allocation of Duties and Obligations

(i) The Lead Permittee shall be responsible for those duties and obligations which are specifically identified and delineated in Exhibit "A" which is attached hereto and incorporated herein (the "Lead Permittee Services"). The Lead Permittee Services may be revised from time to time as required by the MS4 NPDES Permit. Any such revisions shall be agreed to in writing by the Co-Permittee and incorporated into Exhibit "A" and made a part of this Agreement. All revisions to Exhibit "A" shall be attached sequentially to the original Agreement so that all modifications to the Lead Permittee Services that occur over time may be determined.

(ii) The Co-Permittee shall be responsible for such other duties and obligations which are specifically identified and delineated in Exhibit "B" which is attached hereto and incorporated herein.

4.02. Modifications to MS4 NPDES Permit

In accordance with Section 403.067, Florida Statutes, NPDES permits must be consistent with the requirements of adopted TMDLs. A MS4 NPDES Permit may be reopened and revised during its term to adjust effluent limitations or monitoring requirements should future adopted TMDL, water quality studies, FDEP-approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement. It is understood and agreed that any other changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of this Agreement are expressly excluded from and not a subject of this Agreement unless and until incorporated herein by written agreement of the parties.

SECTION FIVE
BUDGET AND FUNDING

5.01. Administrative Procedures. The procedures to be followed by the Lead Permittee regarding the collection, management and disbursement of the Co-Permittee payments are set forth in a resolution titled "Resolution of the Board of Supervisors of Northern Palm Beach County Improvement District Approving the NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Resolution), which was adopted by the Lead Permittee, a copy of which is attached hereto as Exhibit "B."

Section 2 of the Resolution incorporates by reference the "NDPES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Procedures) which are incorporated into this Agreement and are to be followed by the parties to this Agreement.

The Resolution and the Procedures may be amended from time to time upon the approval of the NPDES Steering Committee and the Lead Permittee. However, the Co-Permittee shall be given a minimum of 60 days advance written notice of any proposed amendments to the Resolution or the Procedures. and shall be afforded the opportunity to offer comments to the Lead Permittee and/or the NPDES Steering Committee prior to any action being taken on said proposed amendments. Any amendment that is incorporated into this Agreement shall also be agreed to in writing by the Co-Permittee.

5.02. Annual Budget. Since this Agreement is anticipated to be renewed for a number of Funding Years, the parties acknowledge that it is not in their respective best interests to project the potential costs the Lead Permittee may be required to incur for future Funding Years in order to carry out the Lead Permittee Services. Therefore, the parties agree to arrive at a mutually acceptable payment amount on a per Funding Year basis in order to more accurately calculate the amount that will be required to be paid by the Co-Permittee to the Lead Permittee for the provision of Lead Permittee Services during each Funding Year.

5.03. Prior Funding. The parties agree that any surplus funds previously paid by the Co-Permittee to the Lead Permittee pursuant to any prior interlocal agreement it has entered into with the Lead Permittee involving a MS4 NPDES Permit shall be applied to and used for the provision of Lead Permittee Services during the next Funding Year period.

5.04. First Funding Year Payment. In addition to the surplus funds referenced in Section 5.03 above. the parties agree that for the upcoming 2011/2012 Funding Year, the Co-Permittee has paid the Lead Permittee the sum of THREE THOUSAND FOUR HUNDRED THREE AND NO/100 ($3,403.00) DOLLARS, which sum represents payment of both the Lead Permittee's Services for the upcoming Funding Year of this Agreement and the ten percent (10%) Reserve Fund Contingency required pursuant to Section 5.05.

5.05. Reserve Contingency. The parties acknowledge that each Funding Year payment will include a ten percent (10%) reserve fund contingency (the "Reserve Fund Contingency") for unexpected additional costs and expenses incurred in the preparation and implementation of a MS4 NPDES Permit.

5.06. Current Funding. The parties believe that the funding specified in above Section 5.04 will be sufficient to satisfy the current MS4 NPDES Permit requirements for the 2011/2012 Fiscal Year unless unexpected additional costs and expenses of the nature described in following Section 6.03 are incurred.

5.07. Future Funding Year Payments. The parties: (i) acknowledge that on or before January 31, 2011, the Lead Permittee provided a budget to the Steering Committee of the amount the Permittees will each be requested to pay during the next Funding Year, and (ii) agree that all subsequent Funding Year budget estimates will be provided on or about January 31st of each following year. The Lead Permittee and Co-Permittee shall have until July 31st of each year to arrive at a mutually acceptable dollar amount to be paid by the Co-Permittee to the Lead Permittee for the immediately upcoming Funding Year, which shall be paid pursuant to Section Six of this

Agreement. If the parties cannot agree upon a mutually acceptable dollar amount by the aforementioned deadline, this Agreement shall be deemed terminated unless otherwise agreed to in writing by and between the parties.

5.08. Final Funding Year of a MS4 NPDES Permit Term. It is assumed that during the last Funding Year of the term of each MS4 NPDES Permit, the Permittees and FDEP will commence to negotiate the provisions of the next MS4 NPDES Permit. As a result, allocation of the Scope of Services that are required to be provided hereunder may be modified. Due to this uncertainty, each party's duties and obligations hereunder, together with the funding process for provision of Lead Permittee Services, will be reexamined during the last Funding Year of the term of each MS4 NPDES Permit.

5.09. Separate Co-Permittee Expenses. In addition to the payments required to be paid by the Co-Permittee to the Lead Permittee pursuant to Sections 5.03 through 5.07, the Co-Permittee shall be responsible for all other costs and expenses relating to its individual duties and obligations under a MS4 NPDES Permit, including, but not limited to: (1) all costs of the Co-Permittee's preparation and submittal of such of its own individual annual report(s) that may be separately required by a MS4 NPDES Permit, (2) costs of all monitoring that may be the Co-Permittee's individual responsibility, (3) costs of gathering, compiling, coordinating, and submitting all necessary data that may be individually required of the Co-Permittee by a MS4 NPDES Permit, and (4) all other costs of carrying out any other individual responsibility of the Co-Permittee according to the requirements of a MS4 NPDES Permit.

SECTION SIX
PAYMENT PROCEDURE

The Co-Permittee agrees to pay each of its Funding Year payments as follows:

6.01. First Funding Year. The First Funding Year payment for the current MS4 NPDES Permit Term will be paid in either a single lump sum payment on or before November 15, 2011 or in twelve (12) equal monthly installments commencing on October 15, 2011, and thereafter on the 15th day of each subsequent month during the First Funding Year (such payment dates being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule. The initial Funding Year for all future MS4 NPDES Permits shall be referred as the First Funding Year.

6.02. Subsequent Funding Year Payments. Once a Funding Year payment amount has been agreed upon, the Co-Permittee may, at its option, pay the entire agreed-upon amount in a single lump sum on or before November 15 of that particular Funding Year, or in twelve (12) equal monthly installments commencing on October 15th of that Funding Year and thereafter on the 15th day of each subsequent month during that Funding Year (such payment dates also being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein may be utilized by the Co-Permittee, unless and

until such time as the Procedures are amended to eliminate said alternate payment schedule.

6.03. Additional Costs. Since it is possible that following the parties' agreement as to a particular Funding Year's payment amount, unexpected additional costs and expenses may arise which will need to be paid in order for the Lead Permittee to carry out its Lead Permittee Services for that Funding Year, the parties agree as follows:

(i) If the Lead Permittee determines that unexpected additional costs and expenses must be incurred in order for it to timely provide its Lead Permittee Services, the Lead Permittee shall promptly notify the Co-Permittee, in writing, of the nature and estimated amount of the Co-Permittee's allocable share of these unexpected additional costs and expenses, as well as the Lead Permittee's intent to draw down funds from the Co-Permittee's Reserve Fund Contingency in order to pay said Co-Permittee's allocable share of the unfunded and unexpected additional costs and expenses.

(ii) If the Co-Permittee's allocable share of the unexpected additional costs and expenses exceeds the amount held in the Co-Permittee's Reserve Fund Contingency account, the Lead Permittee shall address the need for such excess amount in the above subparagraph (i) notice to the Co-Permittee. The Lead Permittee and Co-Permittee shall then attempt to negotiate a payment procedure for the unfunded and unexpected additional costs and expenses.

(iii) If the Lead Permittee and Co-Permittee agree as to the need and amount of the unfunded and unexpected additional costs and expenses, their agreement shall be reduced to writing. The agreed upon unfunded and unexpected additional costs and expenses shall be paid either by a lump sum payment within thirty (30) days of their agreement in writing or divided by the remaining months of that particular Funding Year and paid to the Lead Permittee in equal monthly installments for the remainder of the subject Funding Year.

(iv) If the Lead Permittee and Co-Permittee are not able to timely agree as to the need and/or amount of the unfunded and unexpected additional costs and expenses, the Lead Permittee may suspend or terminate this Agreement, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee.

6.04. Failure to Pay. Unless otherwise agreed to in writing by and between the parties hereto, if a Funding Year payment or agreed upon unfunded and unexpected additional costs and expenses payment is not timely paid within thirty (30) days of a Payment Due Date, the duties and obligations assumed by the Lead Permittee under the terms of this Agreement may be suspended and/or terminated by the Lead Permittee, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee unless cured by the Co-Permittee by payment in full of the omitted payment within said thirty (30) day notice time period.

SECTION SEVEN
OPTION TO TERMINATE

7.01. Termination. Either party to this Agreement shall have the right to terminate this

Agreement at will and without cause, provided that the party wishing to terminate the Agreement must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate this Agreement. Said termination shall not be effective until said thirty (30) day prior notice period has elapsed (the "Termination Date"). In addition to the aforementioned termination rights, the Agreement may be terminated as provided in Sections 5.07, 6.03(iv), and 6.04.

7.02. Effect of Termination. In the event of termination of this Agreement by the Co-Permittee, the Co-Permittee shall thereupon be individually and solely responsible for all requirements of the applicable MS4 NPDES Permit which are designated therein as the individual responsibility of said Co-Permittee. Thereafter, the Lead Permittee and other Permittees shall not be responsible for said terminating Co-Permittee's individual obligations under the applicable MS4 NPDES Permit.

7.03. Costs and Expenses. Irrespective of which party elects to terminate this Agreement or in the event of a failure to pay by the Co-Permittee to the Lead Permittee the amounts due under and pursuant to the terms of this Agreement, the parties agree that any costs and expenses previously incurred or obligated to be paid by the Lead Permittee as of the Termination Date shall still be due and owing and the right to collect said amount(s) shall survive termination of this Agreement.

7.04. Refunds. The parties acknowledge that the Lead Permittee anticipates entering into contracts with one or more consultants or contractors for the provision of services required in order for the Lead Permittee to provide some or all of its Lead Permittee Services. Since the Co-Permittee's payments under this Agreement represent only a portion of what the Lead Permittee will have to pay its consultants and contractors for their services, the Co-Permittee will not be entitled to receive a refund from the Lead Permittee for any monies that the Co-Permittee has previously paid pursuant to this Agreement unless the Lead Permittee is able to obtain a reduction in its contractual obligations with its consultants or contractors as a result of the termination of this Agreement. In that event, the Lead Permittee shall be obligated to reimburse the Co-Permittee for its allocable share of the amount of such reduction in costs and expenses.

7.05. Documentation and Data. In the event this Agreement is cancelled or terminated, all documentation and data previously collected by the Lead Permittee in accordance with its duties and obligations as assumed herein, shall be made available to the Co-Permittee.

SECTION EIGHT
ENFORCEMENT, VIOLATIONS, AND/OR DEFAULT

8.01. Enforcement. The designation herein of the Lead Permittee is not intended nor shall it be construed as authorizing, granting or permitting the Lead Permittee to accept or assume any powers of enforcement of the applicable MS4 NPDES Permit as to the other party.

8.02. Violations. Neither party to this Agreement shall be deemed to have assumed any liability for any negligent or wrongful acts or omissions of the other party, and in no event shall any of the provisions of this Agreement be construed as a waiver by either party of its sovereign

immunity rights or of the liability limits established in Section 768.28, Florida Statutes.

8.03. Dispute Resolution Process. Any dispute or conflict between the parties that arises from any of the terms or conditions of this Agreement, including any exhibits thereto, shall be presented in writing by the complaining party to the other party. The parties' representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process per Ch. 164, F.S., or litigation or any other formal dispute resolution process.

SECTION NINE
MISCELLANEOUS PROVISIONS

9.01. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated (including telex, facsimile, telegraphic, or electronic mail (e-mail) communication) with confirmation of receipt, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to Lead Permittee:
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn: Executive Director
Phone: (561) 624-7830
Fax: (561) 624-7839

With a copy to:
Betsy S. Burden, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
One Clearlake Centre
250 South Australian Avenue, Suite 600
West Palm Beach, Florida 33401
Phone: (561) 655-0620
Fax: (561) 655-3775

As to Co-Permittee:
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
Attn: J. David Hunt
Phone: 561-881-3345
Fax: 561-881-3349

9.02. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

9.03. Construction. The preparation of this Agreement is considered a joint effort of the

parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.

9.04. Discrimination. The Lead Permittee and the Co-Permittee agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

9.05. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.06. Assignability. The responsibility for carrying out any task assumed by a party to this Agreement, but not the obligation to pay, may be assigned by the party upon receipt of written approval from the other party, which approval shall not be unreasonably withheld.

9.07. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision reduces the payment obligations of the Co-Permittee, in which event this Agreement may be thereupon terminated by the Lead Permittee.

9.08. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

9.09. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

9.10. Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

9.11. NPDES Permit. If there is any inconsistency between the terms of this Agreement and the applicable MS4 NPDES Permit, then the applicable MS4 NPDES Permit shall preempt, supersede, and control the provisions of this Agreement.

9.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument.

9.13. Clerk of Court. A copy of this Agreement shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

9.14. Termination of Prior Agreements. All previous interlocal agreements entered into between the parties to this Agreement regarding the application or execution of a MS4 NPDES Permit shall terminate as of the Effective Date of this Agreement.

9.15. Effective Date. This Agreement shall be effective as of the date it is filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

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IN WITNESS WHEREOF, the parties have set their hand and seals the day and year hereafter written.

EXECUTED by Lead Permittee this _____ day of _____, 2011.

ATTEST:

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

By: _____
Secretary

By: _____
Print: _____
Title: _____

[DISTRICT SEAL]

EXECUTED by Co-Permittee this _____ day of _____, 2011.

ATTEST:

TOWN OF LAKE PARK

By: _____
_____, Town Clerk

By: _____
Print: _____
Title: _____

[SEAL]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

EXHIBIT "A"

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities required by the Permit.

II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.

III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.

IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the NPDES Steering Committee.

V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.6, Part III.A.7.c, Part III.A.7.d., Part III.A.9.b, and Part III.A.9.c of the MS4 NPDES permit, as approved by the NPDES Steering Committee.

VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.

VII. The timely preparation, coordination, and execution of a monitoring program required by Part V.B. of the MS4 NPDES Permit.

VIII. The timely coordination, assessment, monitoring, and execution of activities associated with FDEP's Total Maximum Daily Load (TMDL Program) as required by Part VIII.

IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.

X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.

The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

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EXHIBIT "B"

RESOLUTION NO. 2011-04
RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT APPROVING THE NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS.

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("Northern") is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 59-994, Laws of Florida, as amended and/or supplemented; and

WHEREAS, the United States Environmental Protection Agency issued its National Pollutant Discharge Elimination System Permit No. FLS000018 (the "MS4 NPDES Permit") which is applicable to a number of governmental entities located in Palm Beach County, including Northern; and

WHEREAS, the Co-Permittees who make up the governmental bodies subject to the NPDES Permit have nominated and appointed Northern as the "Lead Permittee" for the purposes of assisting all Co-Permittees in the collection of general data required to be collected pursuant to the MS4 NPDES Permit and submission of reports to the Florida Department of Environmental Protection and the United States Environmental Protection Agency; and

WHEREAS, the Lead Permittee, Northern, is entering into separate Interlocal or Joint Participation Agreements with each of the Co-Permittees, which Agreements set forth the parties' respective duties and obligations regarding fulfillment of the terms and conditions of the MS4 NPDES Permit; and

WHEREAS, a seven member NPDES Steering Committee has been selected by the Co-Permittees, which Steering Committee is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee; and

WHEREAS, on January 19, 2011 the NPDES Steering Committee, in order to provide a level of accountability and fiscal control for the benefit of all NPDES Co-Permittees as it relates to the Interlocal and/or Joint Participation Agreements being entered into between Northern and each Co-Permittee, adopted Administrative Procedures for the collection, management and disbursement of NPDES Interlocal Agreement Funds, a true and correct copy of which is attached hereto and identified as the NPDES Steering Committee Administrative Procedures; and

WHEREAS, Northern has been requested to adopt and comply with the aforementioned NPDES Steering Committee Administrative Procedures for purposes of

administering the funds to be paid to it pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the NPDES Steering Committee Administrative Procedures.

2. That Northern Palm Beach County Improvement District does hereby incorporate by reference the NPDES Steering Committee Administrative Procedures into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.

3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

4. This resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 23RD DAY OF FEBRUARY, 2011.

(DISTRICT SEAL)

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

ATTEST: _____
O'Neal Bardin, Jr., Secretary

BY: _____
Ronald M. Ash, President

NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

The NPDES Steering Committee (which is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee), has adopted the following administrative procedures in order to provide a level of accountability and fiscal control for the benefit of the NPDES Co-Permittees.

The administrative procedures adopted by the Steering Committee are as follows:

1. Alternative NPDES Interlocal Agreement Payment Schedules. In addition to the two (2) payment options set forth in Paragraphs 6.01 and 6.02 of the NPDES Interlocal Agreement, a Co-Permittee shall also be entitled to elect to pay the annual Funding Year payments on an equal quarterly installment basis. If this additional payment option is selected by a Co-Permittee, the quarterly payments for the First Funding Year are required to be paid on or before October 1, 2010, January 1, 2011, April 1, 2011 and July 1, 2011, with all future Funding Year quarterly payments to be paid in accordance with the same quarterly payment schedule.

NPBCID will be issuing one (1) invoice to each Co-Permittee for its annual Funding Year payment amount, following which the Co-Permittee shall then have thirty (30) days from the date of receipt of the invoice within which to select one of the three (3) payment options and to make its initial payment in accordance with the option so selected.

2. Income and Disbursement Accounting Documentation.

(A) A quarterly income and disbursement report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the NPDES Interlocal Agreements.

(B) The quarterly income and disbursement report shall be prepared by NPBCID in accordance with the format set forth in attached Attachment "A."

3. Budget Accounting Documentation. A quarterly budget accounting report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the NPDES Interlocal Agreement.

4. Reserve Fund Contingency Expenditures. Prior to any expenditures by NPBCID of funds contained in the Reserve Fund Contingency account identified in the NPDES Interlocal Agreement, NPBCID shall be required to subject its request to the Steering Committee members and receive approval from a super-majority of at least five (5) of the Steering Committee members.

5. Unexpected Additional Costs and Expenses. Prior to NPBCID incurring an obligation that will require a Co-Permittee to pay unexpected additional costs and expenses exceeding the amount held in the Reserve Fund Contingency, NPBCID shall be required to submit to the Steering Committee the nature of the event and the amount of the unexpected additional cost and expense. Upon receipt of such notification, the Steering Committee shall present the matter to the Co-Permittees at the next regularly scheduled Steering Committee NPDES meeting (unless it is an emergency matter in which event a special meeting will be promptly scheduled and notice given to all Co-Permittees) for consideration and vote by those representatives of the Co-Permittees present at the meting. An affirmative vote by a simple majority (i.e., over fifty percent) of those representatives of the Co-Permittees present at the meeting (with only one (1) representative of each Co-Permittee being entitled to vote on the matter at issue) will be required before NPBCID is authorized to incur the subject unexpected additional costs and expenses.

6. NPDES Interlocal Agreement Budget Adoption Process. All future NPDES Interlocal Agreement Funding Year budgets shall be adopted in accordance with the following procedure:

(A) On or before March 1st of each Funding Year, NPBCID shall prepare and present to the Steering Committee a proposed budget for the next Funding Year.

(B) The Steering Committee shall consider the proposed next Funding Year budget at a regular Steering Committee meeting and open the matter to discussion by those Co-Permittee representatives present and attending the meeting.

(C) Adoption of the next Funding Year's budget shall require the approval of a super-majority of at least five (5) members of the Steering Committee.

(D) As a part of the Steering Committee's consideration of the next Funding Year's budget and calculation of each Co-Permittee's allocable share and responsibility for the funding of the budget, the Steering Committee may consider the application of any existing surplus funds as a credit towards each Co-Permittee's allocable funding shares. "Surplus funds" for the purpose of this administrative guideline may include unexpended and unencumbered present Funding Year funds or Reserve Fund Contingency amounts, plus accrued interest thereon, if any.

(E) The Steering Committee shall also be responsible for approving, by a simple majority of those Steering Committee members in attendance (provided there is a quorum) at a Steering Committee meeting, line item budget transfers.

APPROVED AND ADOPTED THIS 19TH DAY OF JANUARY, 2011.

ATTACHMENT "A"

NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT
FISCAL YEAR _____
FOR PERIOD _____ TO _____

CASH ON HAND [date]		XXX,XXX.XX
REVENUE: _____ TO _____		
AGREEMENT FEES	XXX,XXX.XX	
TOTAL REVENUES	XXX,XXX.XX	XXX,XXX.XX
TOTAL CASH AND REVENUES AVAIL FOR EXPENDITURES		XXX,XXX.XX
EXPENDITURES PAID DURING _____ TO _____		
ENGINEERING	X,XX	
OTHER PROFESSIONAL FEES	X,XX	
MISCELLANEOUS EXPENSES	X,XX	
GOVERNMENTAL REGISTRATION FEES	X,XX	
LEGAL	X,XX	
TOTAL EXPENDITURES	X,XX	X,XX
FUND BALANCE AT [date]		XXX,XXX.XX
RESERVE FOR CONTINGENCIES		-XX,XXX.XX
UNRESERVED FUND BALANCE		XXX,XXX.XX

David Hunt

From: Baird, Thomas J. <tbaird@jones-foster.com>
Sent: Wednesday, May 25, 2011 9:35 AM
To: David Hunt
Cc: Maria Davis
Subject: RE: NPDES Interlocal Agreement

Good to go.

From: David Hunt [mailto:dhunt@lakeparkflorida.gov]
Sent: Tuesday, May 24, 2011 5:41 PM
To: Baird, Thomas J.
Cc: Maria Davis
Subject: NPDES Interlocal Agreement

Hello Tom,

Attached find the third term, National Pollutant Discharge Elimination System (NPDES) Interlocal Agreement between the Town and the Lead Permittee, Northern Palm Beach County Improvement District. The term of the permit is expected to run five years, however the last permit was extended out to eight years per the State's Department of Environmental Protection. This Interlocal will be in effect for the length of the permit.

I intend to bring this item before the Commission at the June 15th meeting for their approval. I would appreciate your review along with any comments.

Give me a call if you care to discuss this further.

Dave Hunt
Town of Lake Park
Public Works Director
650 Old Dixie Highway
Lake Park, Florida 33403

Office: 561.881.3345
Fax: 561.881.3349

Copy

NPDES SECOND TERM PERMIT
INTERLOCAL AGREEMENT

This Agreement shall be effective as of the 26th day of March, 2003 ("the Effective Date"), and is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 357 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "the Lead Permittee"), and TOWN OF LAKE PARK (hereinafter referred to as the "Co-Permittee").

WITNESSETH:

WHEREAS, the United States Environmental Protection Agency (hereinafter referred to as "EPA") on the 9th day of December, 1996, issued its National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000018 (hereinafter referred to as the "NPDES Permit") to governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System Permittees (hereinafter referred to as "the Permittees"); and

WHEREAS, EPA has since delegated its regulatory and enforcement authority relating to this permit to the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, Section 403.0885, Florida Statutes, established the federally approved state NPDES Program; and

WHEREAS, FDEP Rule 62-4.052, F.A.C., implemented an annual regulatory program and fees to effect the legislative intent that FDEP's costs for administering the NPDES Program be borne by regulated parties; and

WHEREAS, the Permittees timely filed a re-application to FDEP to be granted a renewal for the second term of the NPDES Permit (hereinafter referred to as "the NPDES Second Term Permit"); and

WHEREAS, on November 18, 2002, FDEP granted said Second Term Permit with certain conditions enumerated therein; and

WHEREAS, the NPDES Second Term Permit, like the NPDES Permit, contains certain separate obligations and responsibilities on the part of each individual Permittee, as well as some obligations and responsibilities that may be performed jointly by all of the Group Permittees; and

WHEREAS, due to the number of Group Permittees and the tasks that must be performed under the NPDES Second Term Permit, it would be most economically and administratively feasible to allocate duties, responsibilities, and costs associated therewith under the terms of this Agreement; and

WHEREAS, the Permittees have established a 6-member Steering Committee comprised of 2 representatives of large municipalities, 2 representatives of smaller municipalities, 1 representative of special districts, and 1 representative of Palm Beach County, which Committee coordinates the joint activities in Palm Beach County's NPDES Program, including but not limited to recommending to the Lead Permittee retention of necessary consultants to execute the Program; and

WHEREAS, the parties had previously executed Agreements in 1997, with Palm Beach County's execution in 1998 and the Florida Department of Transportation's (FDOT's) execution of a Joint Participation Agreement in 1999, setting forth the terms and conditions of the parties' obligations and responsibilities required of them during the first 5 years of the NPDES Permit; and

WHEREAS, these agreements were extended by the parties prior to the termination date of September 30, 2002, until generally such time as the parties execute additional agreements as required by the NPDES Second Term Permit; and

WHEREAS, the parties hereto are authorized pursuant to Chapter 163, Part 1 of Florida Statutes, to enter into this additional Interlocal Agreement and do hereby wish to adopt, ratify and confirm the provisions and incorporation herein of Subparagraph (9) of Section 163.01, Florida Statutes.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Interlocal Agreement and represent, covenant, and agree with each other as follows:

SECTION ONE
REPRESENTATIONS

1.01. Recitals. The recitals and representations as set forth hereinabove are true and correct to the best of the knowledge of the parties and are incorporated herein by this reference.

SECTION TWO
DESIGNATION OF PARTIES

2.01. Lead Permittee. Northern Palm Beach County Improvement District is hereby designated as the Lead Permittee for the purposes of this Agreement and the NPDES Second Term Permit.

2.02. Co-Permittee. The Town of Lake Park is hereby designated as a Co-Permittee for the purposes of this Agreement and the NPDES Second Term Permit.

SECTION THREE
NPDES SECOND TERM PERMIT

3.01. Term of Permit. The NPDES Second Term Permit has an issuance date of November 18, 2002 (the "NPDES Second Term Permit Issuance Date") and an expiration date of November 17, 2007 (the "NPDES Second Term Permit Expiration Date").

3.02. Annual Reports. The NPDES Second Term Permit requires that certain reports be submitted to FDEP generally on an annual basis throughout the duration of the NPDES Second Term Permit.

SECTION FOUR
TERM OF AGREEMENT

4.01. Term. The anticipated term of this Agreement shall be from the Agreement's Effective Date through November 17, 2007, but subject to an annual Fiscal Year (as hereinafter defined) renewal process pursuant to the following Section 4.03, unless otherwise terminated in accordance with other provisions of this Agreement.

4.02. Fiscal Year. The term "Fiscal Year" is defined for the purposes of this Agreement as the following fiscal year periods:

(i) 2002 - from October 1, 2002 through September 30, 2003.

(ii) 2003 - from October 1, 2003 through September 30, 2004.

(iii) 2004 - from October 1, 2004 through September 30, 2005.

(iv) 2005 - from October 1, 2005 through September 30, 2006.

(v) 2006 - from October 1, 2006 through September 30, 2007.

(vi) 2007 - from October 1, 2007 through September 30, 2008.

4.03. Renewal. This Agreement shall be automatically renewed as of the beginning date of each Fiscal Year, and at the beginning of the Fiscal Year commencing immediately after the conclusion of the 2007 Fiscal Year, and will remain in full force and effect during the pendency of any re-application or renewal of the NPDES Second Term Permit until such time as FDEP grants same, unless a party to this Agreement provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the prior Fiscal Year, or unless the Agreement has been previously terminated as provided herein.

SECTION FIVE
SCOPE OF WORK AND ALLOCATION OF DUTIES AND OBLIGATIONS

5.01. Scope of Work

The Scope of Work contemplated under this Agreement is applicable to the implementation and execution of the NPDES Second Term Permit, which Permit is incorporated herein, to be facilitated and coordinated by the Steering Committee, and is generally described as follows:

(i) The timely preparation, coordination, and execution of all interlocal agreements necessary to carry out the terms of the NPDES Second Term Permit.

(ii) The timely preparation, coordination, and submittal to FDEP of all system-wide annual reports.

(iii) The timely implementation, coordination, and execution of all monitoring required by Part V.B. of the NPDES Second Term Permit.

(iv) The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates as required by Part V.A. of the NPDES Second Term Permit.

(v) The timely development, implementation, and execution of all system-wide public education programs required by the NPDES Second Term Permit.

(vi) The timely development, implementation, and execution of all storm water management programs required by the NPDES Second Term Permit.

(vii) The timely preparation, coordination, and distribution of standardized forms necessary to carry out the terms of the NPDES Second Term Permit.

(viii) The timely payment of all applicable permit fees.

(ix) The timely and adequate performance of any other necessary and reasonable task required by the NPDES Second Term Permit.

5.02. Allocation of Duties and Obligations

(i) The Lead Permittee shall be responsible for those duties and obligations which are specifically identified and delineated in Attachment "A" which is attached hereto and incorporated herein (the "Lead Permittee Services").

(ii) The Co-Permittee shall be responsible for such other duties and obligations as are identified as being its individual responsibility in the NPDES Second Term Permit.

5.03. Modifications to NPDES Second Term Permit

It is understood and agreed that any changes, modifications, revisions, or additions to the terms of the NPDES Second Term Permit made subsequent to the Effective Date of this Agreement are expressly excluded from and not a subject of this Agreement.

SECTION SIX
FUNDING AND ALLOCATION OF COSTS AND EXPENSES

As required by Sect. 2 of the Resolution adopted by the Lead Permittee on September 24, 1997 approving the NPDES Steering Committee Administrative Guidelines for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds, attached hereto as Attachment "B", said guidelines are hereby incorporated by reference into this Interlocal Agreement.

6.01. Annual Budget. In that this Agreement is anticipated to be renewed for a number of Fiscal Years, the parties acknowledge that it is difficult to project the potential costs the Lead Permittee may be required to incur in future Fiscal Years in order to carry out the Lead Permittee Services.

Due to the above, the parties agree that it is in their mutual best interests to arrive at a payment amount on an annual advance Fiscal Year basis in order to more reasonably calculate the amount that will be required to be paid by the Co-Permittee to the Lead Permittee for the provision of Lead Permittee Services.

6.02. Prior Funding. The parties agree that any surplus funds previously paid by the Co-Permittee pursuant to any prior Interlocal Agreement it has entered into with the Lead Permittee that relates to the NPDES Permit application process, or the reapplication process for the Second Term, shall be applied to and used for the provision of Lead Permittee Services by the Lead Permittee during the 2002 Fiscal Year.

6.03. 2003 Fiscal Year Payment. In addition to the funds referenced in above Section 6.02, the parties agree that for the 2003 Fiscal Year, the Co-Permittee shall also pay to the Lead Permittee the sum which represents the combined payment of the Lead Permittee's Services during the 2003 Fiscal Year term of this Agreement and the Section 6.04 ten percent (.10%) Reserve Fund Contingency pursuant to the terms of this Agreement.

6.04. Reserve Contingency. The parties acknowledge that each Fiscal Year payment required to be paid by the Co-Permittee to the Lead Permittee for the provision of the Lead Permittee Services will include a reserve fund contingency (the "Reserve Fund Contingency") for unexpected additional costs and expenses. The Reserve Fund Contingency amount shall be equal to ten percent (10%) of each Fiscal Year's payment amount.

6.05. Current Funding. The parties acknowledge that the aforementioned funding will be sufficient to satisfy the current NPDES Second Term Permit requirements for the 2002 Fiscal Year unless unexpected additional costs and expenses of the nature described in following Section 7.03 are incurred.

6.06. Future Funding. As to future Fiscal Year payments that will be required to be paid by the Co-Permittee to the Lead Permittee, the parties agree that on or before March 1, 2003, the Lead Permittee shall provide a cost estimate to the Co-Permittee of the amount the Co-Permittee will be requested to pay during the 2003 Fiscal Year, with all subsequent Fiscal Year estimates to be sent on or before March 1st of each following Fiscal Year. The Lead Permittee and Co-Permittee shall then have until sixty (60) days before the beginning of the next Fiscal Year to agree in writing upon a mutually acceptable dollar amount to be paid by the Co-Permittee to the Lead Permittee for the applicable Fiscal Year, all of which shall be paid pursuant to Section Seven of this Agreement. If, however, the parties cannot agree upon a mutually acceptable dollar amount by the aforementioned deadline, then in that event this Agreement shall be deemed terminated unless otherwise agreed to in writing by and between the parties.

6.07. 2006 Fiscal Year. It is possible that during the 2006 Fiscal Year, the Co-Permittees and FDEP will commence to negotiate or renegotiate the terms of the NPDES Second Term Permit. As a result, allocation of the Scope of Services that are required to be provided hereunder may be modified. Due to this uncertainty, the allocation of each party's duties and obligations hereunder, together with the funding process for provision of services, will be reexamined during the 2007 Fiscal Year of this Agreement.

6.08. Separate Co-Permittee Expenses. Except for such amounts as are required to be paid by the Co-Permittee to the Lead Permittee pursuant to above Sections 6.02 through 6.07, the Co-Permittee shall be responsible for all other costs and expenses relating to its individual duties and obligations under the NPDES Second Term Permit, including but not limited to: (1) all costs of the Co-Permittee's preparation and submittal of such of its own individual Annual Report(s) that may be separately required by the NPDES Second Term Permit, (2) costs of all monitoring that may be the Co-Permittee's individual responsibility, (3) costs of gathering, compiling, coordinating, and submitting all necessary data that may be individually required of the Co-Permittee by the NPDES Second Term Permit, and (4) all other costs of carrying out any other individual responsibility of the Co-Permittee according to the terms of the NPDES Second Term Permit.

SECTION SEVEN
PAYMENT PROCEDURE

The Co-Permittee agrees to pay its annual Fiscal Year payments as follows:

7.01. 2003 Fiscal Year. The 2003 Fiscal Year payment amount specified in above Section 6.03 may, at the option of the Co-Permittee, be paid in either a single lump sum payment due and payable on or before December 15, 2003; in twelve (12) equal monthly installments commencing on October 1, 2003, and thereafter on the 1st day of each subsequent month of the 2003 Fiscal Year (said payment dates being hereinafter referred to as the "Payment Due Dates"); or quarterly payments made on December 1, 2003; March 1, 2004; May 1, 2004; and September 1, 2004.

7.02. Subsequent Fiscal Year Payments. Once a subsequent Fiscal Year payment amount has been agreed to in writing by and between the Lead Permittee and the Co-Permittee, the Co-Permittee may, at its option, pay the entire agreed-upon amount in either a single lump sum payment due and payable on or before December 15 of that Fiscal Year; in twelve (12) equal monthly installments commencing on October 1 of that Fiscal Year, and thereafter on the 1st day of each subsequent month of that Fiscal Year (said payment dates being hereinafter referred to as the "Payment Due Dates"); or quarterly payments made on December 1, March 1, May 1, and September 1 of that Fiscal Year.

7.03. Additional Costs. Since it is possible that following the parties' finalization of an agreed upon Fiscal Year payment amount, unexpected additional costs and expenses may arise which will need to be paid in order for the Lead Permittee to carry out its Lead Permittee Services for that Fiscal Year, and in order to address same, the parties agree as follows:

(i) In order to ameliorate the possibility of unexpected additional costs and expenses resulting from the theft, loss, or destruction of equipment required for provision of the Lead Permittee Services, the parties agree that the Lead Permittee is authorized to include as a portion of the cost of providing its Lead Permittee Services, funding for the acquisition of loss, theft, and property damage insurance for said equipment.

(ii) If the Lead Permittee determines that unexpected additional costs and expenses must be incurred in order for it to timely provide its Lead Permittee Services, then in that event, the Lead Permittee shall promptly notify the Co-Permittee, in writing, of the nature and estimated amount of the Co-Permittee's allocable share of these unexpected additional costs and expenses, as well as the Lead Permittee's intent to draw down funds from the Co-Permittee's Reserve Fund Contingency in order to pay said the Co-Permittee's allocable share of the unfunded and unexpected additional costs and expenses.

(iii) Further, if the Co-Permittee's allocable share of the unexpected additional costs and expenses exceeds the amount held in the Co-Permittee's Reserve Fund Contingency account, the Lead Permittee shall include in the aforementioned notice to the Co-Permittee said

excess amount. The Lead Permittee and Co-Permittee shall then attempt to negotiate the payment procedure for said unfunded and unexpected additional costs and expenses.

(iv) If the Lead Permittee and Co-Permittee are able to agree as to the need and amount of the unfunded and unexpected additional costs and expenses, said agreement shall be reduced to writing and executed with the same formalities of this Agreement. The agreed upon unfunded and unexpected additional costs and expenses shall be divided by the remaining months of that particular Fiscal Year and paid to the Lead Permittee at the same time as the remaining regular Fiscal Year payments pursuant to preceding Section 7.02.

(v) If the Lead Permittee and Co-Permittee are unable to agree as to the need and/or amount of the unfunded and unexpected additional costs and expenses then in that event the Lead Permittee may suspend or terminate this Agreement, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee.

7.04. Failure to Pay. Unless otherwise agreed to in writing by and between the parties hereto, if a Fiscal Year payment or agreed upon unfunded and unexpected additional costs and expenses payment is not timely paid within thirty (30) days of a Payment Due Date, then in that event the duties and obligations assumed by the Lead Permittee under the terms of this Agreement may be suspended and/or terminated by the Lead Permittee, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee unless remedied by the Co-Permittee within said thirty (30) day notice time period.

SECTION EIGHT
OPTION TO TERMINATE

8.01. Termination. Either party to this Agreement shall have the right to terminate this Agreement, provided, however, that the party wishing to terminate the Agreement must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate this Agreement and the termination shall not be effective until said thirty (30) days have elapsed.

8.02. Effect of Termination. In the event of termination of this Agreement by the Co-Permittee, the Co-Permittee shall be individually responsible, as of the effective date of termination, for all requirements of the NPDES Second Term Permit as designated therein as the individual responsibility of the Co-Permittee, and neither the Lead Permittee nor any other Co-Permittee shall be responsible for the terminating Co-Permittee's individual obligations.

8.03. Costs and Expenses. Irrespective of which party elects to terminate this Agreement under one of the optional termination provisions of this Agreement, or in the event of a failure to pay by the Co-Permittee to the Lead Permittee the amounts due under and pursuant to the terms of this Agreement, the parties agree that any costs and expenses previously incurred or obligated to be paid by the Lead Permittee as of the date of its issuance or receipt of a notice of termination shall still be

due and owing and the right to collect said amount(s) shall survive the termination of this Agreement.

8.04. Refunds. The parties acknowledge that the Lead Permittee anticipates entering into annual agreements, on a Fiscal Year basis, with one or more consultants or contractors for the provision of certain services required in order for the Lead Permittee to provide its Lead Permittee Services on behalf of all Co-Permittees. In that the Co-Permittee's payments under this Agreement represent only a portion of what the Lead Permittee will have to pay its consultants and contractors for their services, it is unlikely that if this Agreement is terminated for any reason, that the Co-Permittee will be entitled to receive a refund from the Lead Permittee for any monies the Co-Permittee has previously paid pursuant to this Agreement. However, to the extent the Lead Permittee is able to obtain a reduction in its contractual obligations with its consultants or contractors as a result of the termination of this Agreement, then in that event, the Lead Permittee shall be obligated to reimburse the Co-Permittee for the amount of such a reduction in costs and expenses.

8.06. Documentation and Data. In the event this Agreement is cancelled or terminated, all documentation and data previously collected by the Lead Permittee in accordance with its duties and obligations as assumed herein, shall be made available to the Co-Permittee, provided, however, that said Co-Permittee shall be responsible for any costs incurred in making available such documentation.

SECTION NINE
ENFORCEMENT, VIOLATIONS, AND/OR DEFAULT

9.01. Enforcement. The designation of one of the parties under this Agreement as the Lead Permittee is not intended nor shall it be construed as authorizing, granting or permitting the Lead Permittee to accept or assume any powers of enforcement of the NPDES Second Term Permit as to the other party.

9.02. Violations. Neither party to this Agreement shall be deemed to have assumed any liability for any negligent or wrongful acts or omissions of the other party, and in no event shall any of the provisions of this Agreement be construed as a waiver by either party of the liability limits established in Section 768.28, Florida Statutes.

9.03. Costs and Attorney's Fees. In the event of any litigation or administrative proceeding to settle issues arising hereunder, the prevailing party shall be entitled to recover against the other party its costs and expenses, including reasonable attorney's fees, which shall include but not be limited to any fees and costs for any appeal that may be taken.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, facsimile, telegraphic, or electronic mail (e-mail) communication) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to Lead Permittee:

Caldwell & Pacetti, LLP
324 Royal Palm Way, Suite 300
Palm Beach, Florida 33480
Attn: Betsy S. Burden, Esq.
Phone: (561) 655-0620
Fax: (561) 655-3775

As to the Co-Permittee:

Town of Lake Park
(name)
650 Old Dixie Hwy.
Street Address
Lake Park, FL 33403
City Zip
Attn: Paul E. Carlisle
Phone: 844-4644
Fax: 848-0356

10.02. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

10.03. Construction. The preparation of this Agreement is considered a joint effort of the parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.

10.04. Discrimination. The Lead Permittee and the Co-Permittee agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

10.05. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

10.06. Assignability. The responsibility for carrying out any task assumed by any party to this Agreement, but not the obligation to pay the amounts required to be paid as hereinabove set forth, may be assigned by any party to this Agreement upon receipt of written approval by the other party, which shall not be unreasonably withheld.

10.07. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision reduces the payment obligations of the Co-Permittee, in which event this Agreement may be thereupon terminated by the Lead Permittee.

10.08. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

10.09. Time of the Essence. Time is of the essence with respect to this Agreement.

10.10. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

10.11. Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

10.12. NPDES Second Term Permit. If there is any inconsistency between the terms of this Agreement and the NPDES Second Term Permit, then the NPDES Second Term Permit shall preempt, supersede, and control over the provisions of this Agreement.

10.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.14. Clerk of Court. A copy of this Agreement shall be filed with the Clerk of the Court in and for Palm Beach County, Florida.

10.15. Effective Date. This Agreement shall be effective as of the last date that it is signed by all parties hereto.

10.16. Termination of Prior Agreements. All previous interlocal agreements or amendments thereto entered into between the parties to this Agreement regarding the application or execution of the NPDES Permit shall terminate as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties have set their hand and seals the day and year hereinafter written.

EXECUTED by Lead Permittee this 26 day of March, 2003.

ATTEST:

By: _____, Secretary

(SEAL)

BOARD OF SUPERVISORS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

By: Pamela M. Rauch
Pamela M. Rauch, President

EXECUTED by Co-Permittee this 20th day of MARCH, 2003.

ATTEST:

By: Carol Simpkins

(SEAL)

TOWN OF LAKE PARK FLORIDA SEAL

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

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ATTACHMENT "A"

TO
NPDES INTERLOCAL AGREEMENT
REGARDING SECOND TERM PERMIT

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the NPDES Second Term Permit is generally as follows:

(i) The timely preparation, coordination, and submittal to FDEP of the system-wide annual report.

(ii) The preparation, coordination, and execution of interlocal agreements necessary to carry out the joint responsibilities of all permittees.

(iii) The timely preparation, coordination and execution of any monitoring required by Part V.B. of the NPDES Second Term Permit.

(iv) The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates as required by Part V.A. of the NPDES Second Term Permit.

(v) The preparation, coordination, and distribution of standardized forms as approved by the NPDES Steering Committee as necessary to carry out the terms of the NPDES Second Term Permit.

(vi) Coordination and assistance in carrying out the terms of the NPDES Second Term Permit.

(vii) Conducting NPDES Steering Committee Workshops and meetings.

(viii) The timely remittance of all necessary and reasonable permit fees, subject to the timely and adequate collection of same by all other responsible Co-Permittees.

ATTACHMENT "B"

RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT APPROVING THE NPDES STEERING COMMITTEE ADMINISTRATIVE GUIDELINES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("Northern") is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 59-994, Laws of Florida, as amended and/or supplemented; and

WHEREAS, the United States Environmental Protection Agency has recently issued its National Pollutant Discharge Elimination System Permit No. FLS000018 (the "NPDES Permit") which is applicable to a number of governmental entities located in Palm Beach County, including Northern; and

WHEREAS, the Co-Permittees who make up the governmental bodies subject to the NPDES Permit have nominated and appointed Northern as the "Lead Permittee" for the purposes of assisting all Co-Permittees in the collection of general data required to be collected pursuant to the NPDES Permit and submission of reports to the Florida Department of Environmental Protection and the United States Environmental Protection Agency; and

WHEREAS, as the Lead Permittee, Northern is entering into separate Interlocal or Joint Participation Agreements with each of the Co-Permittees which Agreements set forth the parties respective duties and obligations regarding fulfillment of the terms and conditions of the NPDES Permit; and

WHEREAS, a five member NPDES Steering Committee has been selected by the Co-Permittees, which Steering Committee is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts and one (1) representative for Palm Beach County; and

WHEREAS, on September 17, 1997 the NPDES Steering Committee, in order to provide a level of accountability and fiscal control for the benefit of all NPDES Co-Permittees as it relates to the Interlocal and/or Joint Participation Agreements being entered into between Northern and each Co-Permittee, adopted Administrative Guidelines for the collection, management and disbursement of NPDES Interlocal Agreement Funds, a true and correct copy of which is attached hereto and [illegible] Guidelines"); and

WHEREAS, Northern has been requested to adopt and comply with the aforementioned NPDES Steering Committee Administrative Guidelines for purposes of administering the funds to be paid to it pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the NPDES Steering Committee Administrative Guidelines.

2. That Northern Palm Beach County Improvement District does hereby incorporate by reference the NPDES Steering Committee Administrative Guidelines into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.

3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

4. This resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 24th DAY OF SEPTEMBER 1997.

(DISTRICT SEAL)

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____
William L. Kerslake, President

ATTEST: _____
Peter L. Pimentel, Secretary

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NPDES STEERING COMMITTEE ADMINISTRATIVE GUIDELINES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

The NPDES Steering Committee, (which is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts and one (1) representative for Palm Beach County), has adopted the following administrative guidelines in order to provide a level of accountability and fiscal control for the benefit of the NPDES Co-Permittees.

The administrative guidelines adopted by the Steering Committee are as follows:

1. Alternative NPDES Interlocal Agreement Payment Schedules. In addition to the two (2) payment options set forth in Paragraph's 7.01 and 7.02 of the NPDES Interlocal Agreement, a Co-Permittee shall also be entitled to elect to pay the annual Fiscal Year payments on an equal quarterly installment basis. If this additional payment option is selected by a Co-Permittee, the quarterly payments for the First Fiscal Year are required to be paid on or before October 1, 1997, January 1, 1998, April 1, 1998 and July 1, 1998, with all future Fiscal Year quarterly payments to be paid in accordance with the same quarterly payment schedule.

NPBCID will be issuing one (1) invoice to each Co-Permittee for its annual Fiscal Year payment amount, following which the Co-Permittee shall then have thirty (30) days from the date of receipt of the invoice within which to select one of the three (3) payment options and to make its initial payment in accordance with the option so selected.

2. Income and Disbursement Accounting Documentation.

(A) A quarterly income and disbursement report shall be prepared by NPBCID The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Fiscal Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the NPDES Interlocal Agreements.

(B) The quarterly income and disbursement report shall be prepared by NPBCID in accordance with the format set forth in attached Exhibit "A".

3 Budget Accounting Documentation.

(A) A quarterly budget accounting report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of

WHEREAS, Northern has been requested to adopt and comply with the aforementioned NPDES Steering Committee Administrative Guidelines for purposes of administering the funds to be paid to it pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the NPDES Steering Committee Administrative Guidelines.

2. That Northern Palm Beach County Improvement District does hereby incorporate by reference the NPDES Steering Committee Administrative Guidelines into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.

3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

4. This resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 24th DAY OF SEPTEMBER, 1997.

(DISTRICT SEAL)

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____
William L. Kerslake, President

ATTEST: _____
Peter L. Pimentel, Secretary

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each Fiscal Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the NPDES Interlocal Agreements.

(B) The budget accounting report shall be prepared by NPBCID in accordance with the format set forth in attached Exhibit "B".

4. Reserve Fund Contingency Expenditures. Prior to any expenditure by NPBCID of funds contained in the Reserve Fund Contingency account identified in the NPDES Interlocal Agreement, NPBCID shall be required to submit its request to the Steering Committee members and receive approval from a super-majority of at least 75% of the Steering Committee members.

5. Unexpected Additional Costs and Expenses. Prior to NPBCID incurring an obligation that will require a Co-Permittee to pay unexpected additional costs and expenses exceeding the amount held in the Reserve Fund Contingency, NPBCID shall be required to submit to the Steering Committee the nature of the event and the amount of the unexpected additional cost and expense. Upon receipt of such notification, the Steering Committee shall present the matter to the Co-Permittees at the next regularly scheduled Steering Committee NPDES meeting (unless it is an emergency matter in which event a special meeting will be promptly scheduled and notice given to all Co-Permittees) for consideration and vote by those representatives of the Co-Permittees present at the meeting. An affirmative vote by a simple majority (i.e., over fifty percent) of those representatives of the Co-Permittees present at the meeting (with only one (1) representative of each Co-Permittee being entitled to vote on the matter at issue) will be required before NPBCID is authorized to incur the subject unexpected additional costs and expenses.

6. NPDES Interlocal Agreement Budget Adoption Process. All future NPDES Interlocal Agreement Fiscal Year budgets shall be adopted in accordance with the following procedure:

(A) On or before March 1st of each Fiscal Year, NPBCID shall prepare and present to the Steering Committee a proposed budget for the next Fiscal Year.

(B) The Steering Committee shall consider the proposed next Fiscal Year budget at a regular Steering Committee meeting and open the matter to discussion by those Co-Permittee representatives present and attending the meeting.

(C) Adoption of the next Fiscal Year's budget shall require the approval of a super-majority of at least 75% of the Steering Committee members.

(D) As a part of the Steering Committee's consideration of the next Fiscal Year's budget and calculation of each Co-Permittee's allocable share and responsibility for the funding of the budget, the Steering Committee may consider the application of any existing surplus funds as a credit towards each Co-Permittee's allocable funding share. "Surplus funds" for the purpose of

this administrative guideline may include unexpended and unencumbered present Fiscal Year funds or Reserve Fund Contingency amounts, plus accrued interest thereon, if any.

(E) The Steering Committee shall also be responsible for approving, by a simple majority of those Steering Committee members in attendance (provided there is a quorum) at a Steering Committee meeting, line item budget transfers.

APPROVED AND ADOPTED THIS 17TH DAY OF SEPTEMBER, 1997.

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EXHIBIT "A"

NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT
FIRST YEAR PROGRAM
FOR PERIOD MAY 2, 1997 - AUGUST 1, 1997
(SAMPLE)

CASH ON HAND MAY 2, 1997		$
REVENUE RECEIVED FOR QUARTER MAY 2, 1997 - AUGUST 1, 1997		
AGREEMENT FEES	$	
INTEREST EARNINGS	$	
TOTAL REVENUES	$	$
TOTAL CASH AND REVENUES AVAILABLE FOR EXPENDITURES		$
EXPENDITURES PAID DURING QUARTER MAY 2, 1997 - AUGUST 1, 1997		
ENGINEERING	$	
LEGAL	$	
MISC. EXPENSES	$	
TOTAL EXPENDITURES	$	$
FUND BALANCE AT AUGUST 1, 1997		$
RESERVE FOR CONTINGENCIES		$
UNRESERVED FUND BALANCE		$

EXHIBIT "A"

NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT
FIRST YEAR PROGRAM
FOR PERIOD MAY 2, 1997 - AUGUST 1, 1997
(SAMPLE)

CASH ON HAND MAY 2, 1997		$
REVENUE RECEIVED FOR QUARTER MAY 2, 1997 - AUGUST 1, 1997		
AGREEMENT FEES	$	
INTEREST EARNINGS	$	
TOTAL REVENUES	$	$
TOTAL CASH AND REVENUES AVAILABLE FOR EXPENDITURES		$
EXPENDITURES PAID DURING QUARTER MAY 2, 1997 - AUGUST 1, 1997		
ENGINEERING	$	
LEGAL	$	
MISC. EXPENSES	$	
TOTAL EXPENDITURES	$	$
FUND BALANCE AT AUGUST 1, 1997		$
RESERVE FOR CONTINGENCIES		$
UNRESERVED FUND BALANCE		$

EXHIBIT "B"

NPDES QUARTERLY BUDGET - VS - ACTUAL REPORT
FIRST YEAR PROGRAM
FOR PERIOD MAY 2, 1997 - AUGUST 1, 1997
(SAMPLE)

DESCRIPTION	BUDGET	ACTUAL BILLINGS THROUGH 8/1/97					ENCUMBERED	PERCENT OF BUDGET SPENT*
		M+R	CDM	C & P	NPBCID	TOTAL		
Steering Committee Workshops	$54,790.00							
Sub Committee Workshops	$9,145.00							
EPA Coordination	$3,975.00							
Permittee Coordination	$22,250.00							
Interlocal Agreements	$15,400.00						$45,100.00	
Monitoring Program	$53,050.00							
Annual Report	$51,390.00						$45,100.00	
TOTAL	$210,000.00							

M+R = Mock, Roos & Associates, Inc.
CDM = Camp, Dresser & McKee
C & P = Caldwell & Pacetti
NPBCID = Northern Palm Beach County Improvement District

* Does not reflect encumbered dollars

TAB 9

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 13, 2011 **Agenda Item No.** Tab 9

[ ] PUBLIC HEARING
[ ] ORDINANCE ON FIRST READING
[ ] ORDINANCE ON SECOND READING
[ ] PRESENTATION/PROCLAMATION
[ ] Other:

[ ] RESOLUTION
[ ] DISCUSSION/POSSIBLE ACTION
[ ] BID/RFP AWARD
[X] CONSENT AGENDA

SUBJECT: Purchase of 25 Commercial Dumpster Containers In Assorted Sizes.

RECOMMENDED MOTION/ACTION: Approve Purchase.

Approved by Town Manager _____ **Date:** 7/8/11

David Hunt/Public Works Director
Name/Title

July 5, 2011
Date of Actual Submittal

Originating Department: Public Works	**Cost: $13,990.00** **Funding Source: FY '10/'11 Sanitation Division Budget** **Acct. # 404-53-534-404-52400**	**Attachments:** **Quote Summary Sheet** **Four Vendors' Written Quotes**
Department Review: [ ] Attorney_____ [ ] Community Development___ **[X] Finance** DLD 7/5/11 [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ **[X] Public Works** 7/5/11 [ ] Recreation _____ [ ] Town Clerk _____ **[X] Town Manager** _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case** **Please initial one.**

<u>Summary Explanation/Background:</u> Four written quotes were solicited for the purchase of 25 new, commercial sanitation dumpsters ranging in capacity from two cubic yards up to eight cubic yards. This budgeted purchase allows for the continued replacement of containers that have deteriorated beyond the point of repair or refurbishing. These containers shall be placed at various Town business locations on an "as needed" basis.

REQUEST FOR WRITTEN QUOTE
TOWN OF LAKE PARK, FLORIDA

Date 6/15/11 Awarded to Iron Container

Description of Work Front End Garbage Containers
5 - 2cy with Caster pads
5 - 3cy with Caster Pads
5 - 4cy
5 - 6cy
5 - 8cy
Dark Green in color and deliver to
650 Old Dixie Highway

Bidder Iron Container
Phone # 305-726-2150
Amount $13,990.00

Bidder Waste Equip
Phone # 863-665-6507
Amount $17,260.00

Bidder EBCO Environment Bins
Phone # 954-967-9999
Amount $16550.00

Bidder BWE
Phone # 404-275-6424
Amount $18,844.00

Bakers Waste Equipment

Iron Container,
3230 NW 42 Street
Miami, FL
Phone # 305-726-2150
Fax # 305-400-4822

Quote

Date	Quote #
5/19/2011	3779

Name / Address	Ship To
Town Of Lake Park Jackie Lee Harris	650 Old Dixie Highway Lake Park, FL 33403

P.O. No.	Terms	Due Date	FOB	Rep	Project
		5/19/2011	Miami		

Qty	Item	Description	Cost	Total
5	FEL2CYS	2 Cubic Yard Front End Loader Slant Top+ Black Lids	353.00	1,765.00
5	Caster Assembly	Caster Pads and Casters - 4 each - installed Dark Green	47.50	237.50
5	FEL3CYS	3 Cubic Yard Front End Loader Slant Top+ Black Lids	433.00	2,165.00
5	Caster Assembly	Caster Pads and Casters - 4 each - installed Dark Green	47.50	237.50
5	FEL4CYS	4 Cubic Yard Front End Loader Slant Top+ Black Lids Dark Green	483.00	2,415.00
5	FEL6CYS	6 Cubic Yard Front End Loader Slant Top+ Black Lids Dark Green	671.00	3,355.00
5	FEL8CYS	8 Cubic Yard Front End Loader Slant Top+ Black Lids Dark Green Delivery included	763.00	3,815.00

Thank you for the opportunity to provide you with a quotation.

Total $13,990.00

Accepted By: _____

www.ironcontainer.com

EBCO

ENVIRONMENTAL BINS & CONTAINERS

2101 SW 56 TERRACE • HOLLYWOOD, FL 33023 • USA
TELEPHONE (954)967-9999 FAX (954)967-9900

TOWN OF LAKE PARK

ATT: JACKIE HARRIS

COMERCIAL SANITATION FOREMAN

650 OLD DIXIE HWY

LAKE PARK FLORIDA 33403

PROFORMA INVOICE # 033021509

DATE: JUNE 15/2011

DARK GREEN FRONT CONTAINERS

5 2CY FRONT CONTAINER INCLUDING CASTERS & LIDS	U$485.00	2,425.00
5 3CY FRONT CONTAINER INCLIDING CASTERS & LIDS	U$564.00	2,820.00
5 4CY FRONT CONTAINER INCLUDING CASTERS & LIDS	U$667.00	2,668.00
5 6CY FRONT CONTAINERS INCLUDING CASTERS & LIDS	U$765.00	3,825.00
5 8CY FRONT CONTAINER INCLUDING LIDS	U$985.00	4,925.00

$15930.00

PRICES ARE FOB HOLLYWOOD FL

DELIVERY TIME: 2 WEEKS

VALIDITY OF THIS OFFER: 30 DAYS

FREIGHT CHARGES: EACH TRUCK LOAD IS U$320.00

FOR 25 CONTAINERS AS PER ABOVE WILL BE 2 TRUCKS TOTAL U$620.00

Total $16550.00

WASTEQUIP

Accurate • Galbreath • Mt Tarp • Parts Place • Pioneer • Toler

Industrial Refuse Sales - Lakeland P.O. Box 2678 Eaton Park, FL 33840-2678 PH: 863-665-6507 FAX:863-667-0432

QUOTATION FORM

RE: FEL pricing

To: **Town of Lake Park**

Attn: **Jackie Harris**

Fax:

Email: jharris@lakeparkflorida.gov

QUOTE DATE	SALESPERSON
6/7/2011	Robert

REVISED

ESTIMATED SHIPPING DATE	SHIP VIA	F.O.B.	P O
As Needed	Best		

Product Description	Item Quantity	Unit Price	Sale Amount
FLS 2 w/caster pads	5	448.00	2,240.00
FLS 3 w/caster pads	5	535.00	2,675.00
FLS 4	5	587.00	2,935.00
FLS 6	5	759.00	3,795.00
FLS 8	5	895.00	4,475.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
PRICE GOOD THRU	**6/18/2011**		
			-
			-
Product Totals		**SUB TOTAL**	16,120.00
Lakeland to Town of Lake Park $570 per load	2 loads	**Freight**	1,140.00
FL sales tax		**7.00%**	-
Total Quote			**$ 17,260.00**

Please sign and send back: Date:

Bakers Waste Equipment, Inc.
3679 Cook Road
Valdese NC 28690
USA

QUOTATION

Original

Quote No.: 4983
Date: 06/15/11
Valid Until: 07/15/11
Customer No.: L03565
Customer Ref. No.:
Page No.: Page 1 of 2

BILL TO	SHIP TO	TOTAL
City of Lake Park Jacky Harris Lake Park FL USA	**City of Lake Park** Jacky Harris Lake Park FL USA	$ 18,844.00

Sales Employee: Don Davenport
Contact Name: Jacky Harris
Terms: N30
Ship Via:
FOB:

Item No.	Description	Unit Price	Quantity	Total
FL2	**Front Loader 2 cu yd Square Back**	$ 452.00	5.000	$ 2,260.00
Casters- 2F+2S w/brake,				
FL3	**Front Loader 3 cu yd Square Back**	$ 573.00	5.000	$ 2,865.00
Casters- 2F+2S w/brake,				
FL4NB	**Front Loader 4 cu yd Notch Back**	$ 532.00	5.000	$ 2,660.00
FL6SNB	**Front Loader 6 cu yd Slant Notch Back (no Doors)**	$ 670.00	5.000	$ 3,350.00
FL8SNB	**Front Loader 8 yd Slant Notch Back (no Doors)**	$ 743.00	5.000	$ 3,715.00

Includes Bakers Guard Protective Coating - A proprietary, anti-corrosive protective coating applied to full interior and understructure.

COLOR TO BE DETERMINED.

Sales Tax Not Included in Total.

Prices Quoted Are Good For 15 Days From Date Of Quote.

Thank You For The Opportunity!

CONTACT YOUR BWE SALES REP:
Don Davenport
Southern Region Sales Manager
706-376-2666 (office)
866-693-0395 (fax)
404-275-6424 (cell)
ddaven2662@aol.com

Bakers Waste Equipment, Inc.
3679 Cook Road
Valdese NC 28690
USA

QUOTATION

Original

Quote No.:	4983
Date:	06/15/11
Valid Until:	07/15/11
Customer No.:	L03565
Customer Ref. No.:	
Page No.:	Page 2 of 2

Remarks: FREIGHT - ONE TRUCKLOAD & AN A LTL.

Shipping	$ 3,994.00
Tax	
Total	**$ 18,844.00**

Phone: (828) 879-8222 Fax: (828) 879-8557 E-Mail: jross@bwe-nc.com Website: www.bwe-nc.com

TAB 10

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 13, 2011 **Agenda Item No.** Tab 10

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

SUBJECT: Award of Bid for "Eyes on Park Avenue"- Park Avenue Security Camera System to Econocomm Inc. d/b/a Mobile Communications in the amount of $41,695.00.

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager _____ **Date:** 7/8/11

Richard Pittman/CRA Project Manager
Name/Title

July 6, 2011
Date of Actual Submittal

Originating Department: CRA	**Costs: $41,695.00** **Funding Source:** **Acct. # 301-64102**	**Attachments:** **Schedule of Bid Items** **Bid Documents**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ [ ] Town Clerk _____ [ ] Town Manager _____
Advertised: **Date: March 27, 2011** **Paper: Palm Beach Post** [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case **RP** **Please initial one.** RP

Summary Explanation/Background:

In 2009 the Town received a Department of Justice, Justice Assistance Grant in the amount of $42,416.00. The grant is for the installation of ten wireless security cameras on Park Avenue within the business district.

In preparing the project for bid the CRA Project manager encountered the following issues that led to the delay of this project being ready for bid:

1. The project budget was tight.
2. The camera locations, although being wireless, needed a 24/7 source of electrical power.
3. The specification of "American Brand" equipment was required. The Dept. of Justice grant uses Recovery Act funds which are geared for "Buy American".

The "Eyes on Park Avenue" security camera project was advertised for bid on March 27, 2011. The advertisement resulted in fifteen bid documents being purchased by prospective bidders. The bid opening was April 26, with only one bid received. The lack of bidders may be attributed to the budget, Davis-Bacon requirements and the requirements of the equipment.

Econocomm Inc. d/b/a/ Mobile Communications submitted a base bid in the amount of $47,275.00. The project base bid provides eight cameras at various locations on Park Avenue and two cameras in the alley adjacent to the Post Office. Camera views will be transmitted via radio frequency to a recording device and to equipment that places the views via internet for real time viewing by the Sheriff's Department. The project was designed to provide items which would allow the CRA to select Alternates to fit within the project budget of $42,416.00 (see attached schedule of bid items). The base bid provides for the system most suited to the CRA infrastructure and grant requirements. In order to proceed with the project and to be within the grant funds available, it is recommended that Alternate IV be selected, Alternate IV will utilize two fiberglass (composite) poles to support cameras in place of concrete or steel poles specified in the base bid. Alternate IV is a deduct to the base bid of $7,330.00.

To better utilize the grant funding, an additional camera is recommended to be installed at the clock tower (Alternate II) for an additional $1,750.00.

The total contract award amount will be $41,695.00 as follows:

Base Bid Amount:		$47,275.00
Alternate IV: Fiberglass Pole	Deduct	($7,330.00)
Alternate II: Additional Camera	Add	$1,750.00
Total Contract Award:		$41,695.00

Econocomm Inc. d/b/a/ Mobile Communications will be using Panasonic and Motorola equipment on this CRA project. Mobile Communications recently completed a similar project for the City of Greenacres. This company also has accomplished projects for the Florida Department of Transportation and other State,

County and Municipal organizations. Award to Econocomm Inc. d/b/a Mobile Communication in the amount of $41,695.00 is recommended.

BID TABULATION
PARK AVENUE SECURITY CAMERAS "EYES ON PARK AVENUE"
TOWN OF LAKE PARK BID NO.104-2011

BID ITEM #	ITEM DESCRIPTION	Econocomm Inc. d/b/a/ Mobile Communications	NO OTHER BIDS RECEIVED		
1	Indemnification	$ 100.00			
2	Consideration for Davis/Bacon requirements	$ 200.00			
3	Mobilization, Registration w/Town, and Permits	$ 250.00			
4	Underground Locates Incl. Easements,	$ 100.00			
5	Flagman, Barricades, Pedestrain Safety	$ 300.00			
6	Electrical (complete)	$ 4,050.00			
7	Shootout (demonstration of equipment)	$ -			
8	Design, incl shop drawings, wind load calculations, cut sheets	$ 450.00			
9	Provide and install 10 wireless cameras, two poles, DVR, transmitters, receivers (complete)	$ 41,800.00			
10	Landscape restoration, Cleanup	$ 25.00			
11	Miscellaneous (warranty) etc.	$ -			
	BASE BID: TOTAL ITEMS 1 THRU 11	**$ 47,275.00**			
12	ALTERNATE I: Deduct all work associated with location #5, 9th St. at alley	$ 9,950.00			
13	ALTERNATE II: Additional Camera(s) at site #4	$ 1,750.00			
14	ALTERNATE III: Service Contract 2nd Year	$ 2,750.00			
15	ALTERNATE IV: Direct Burial Fiberglass Pole in lieu of metal pole (2 required) DEDUCT	$7,330.00			
16	ALTERNATE V: Waive requirement for PERFORMANCE & PAYMENT BOND	$ -			

Equipment		Recommended Award: Base Bid, Alternate IV, & 1 of Alternate II
Camera: Manufacturer/Model	Panasonic/ WV-NW-484-S	$47,275.00-$7,330.00+$1,750.00=$41,695.00
Transceiver: Manufacturer/ Model	Motorola/ 5780AP/5790SM20	
Recorder: Manufacturer/Model	Motorola/WJ-NV2002000T4	Prepared By: Richard Pittman, CRA Project Manager

PARK AVENUE SECURITY CAMERAS
"EYES ON PARK AVENUE"
TOWN OF LAKE PARK BID NO. 104-2011
SCHEDULE OF BID ITEMS (Revised per Addendum No.1)

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	$ 100.00
2.	Consideration for Davis/Bacon requirements (posted sign, paperwork & meeting.	L.S.	1	200.00
3.	Mobilization, Registration with Town, and Permits (no-fee for permit)	L.S.	1	250.00
4.	Underground Locates Incl. Easements,	L.S.	1	100.00
5.	Flagman, Barricades, Pedestrian Safety	L.S.	1	300.00
6.	Electrical (complete)	L.S.	1	4,050.00
7.	Shootout (demonstration of equipment)	L.S	1	0.00
8.	Design, incl.shop drawings, wind load calculations, cut sheets	L.S.	1	450.00
9.	Provide and install 10 wireless cameras, two poles, DVR, transmitters, receivers (system complete)	L.S,	1	41,800.00
10.	Landscape restoration, Cleanup	L.S.	1	25.00
11.	Miscellaneous (warranty) ect. _____	L.S.	1	0.00

BASE BID: TOTAL ITEMS 1 THRU 11 $ 47,275.00

Written Amount $ Forty seven thousand two hundred seventy five and 00/xxdollars

12. ALTERNATE I: Deduct all work associated with location # 5, 9th St. at alley. L.S. $ 9,950.00

13. ALTERNATE II: Additional Camera(s) /transceiver(s) at site #4, Clock Tower No. 4, Clock Tower $ 1,750.00 per each

14. ALTERNATE III: Service Contract 2nd year. L.S. $ 2,750.00

15. ALTERNATE IV: Direct Burial Fiberglass Pole in lieu of metal pole (2 required) Deduct $ 7,330.00

16. ALTERNATE V: Waive requirement for PERFORMANCE & PAYMENT BOND as Stipulated on page 20 of bound document. Amount to be based on base bid. FINAL RELEASE OF LIEN will be required upon receipt of final payment. Deduct $ 0.00(N/A)

.....

Identify Equipment Included in Bid:

CAMERA: Manufacturer Panasonic
Model WV-NW-484S

TRANSCEIVER: Manufacturer Motorola
Model 5780AP/5790SM20

NETWORK RECORDER Manufacturer Panasonic
Model WJ-NV200/2000T4

Submitted By: Gary Eichsteadt (Pres.)

Name of Firm: Econocomm Inc d/b/a Mobile Communications

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BEST VALUE BASE BID PLUS SELECTED ALTERNATES.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

DBA:
Business Name: MOBILE COMMUNICATIONS

Receipt #: 323-3185
Business Type: ELECTRONIC SERVICE REPAIRS (RADIO REPAIR SHOP TWO-WAY)

Owner Name: GARY EICHSTEADT
Business Location: 3710 NW 16 ST LAUDERHILL
Business Phone: 954-564-0262

Business Opened: 08/22/2002
State/County/Cert/Reg:
Exemption Code: NONEXEMPT

Rooms	Seats	Employees	Machines	Professionals
		5		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GARY EICHSTEADT
3733 NW 16 ST STE B
LAUDERHILL, FL 33311

Receipt #LIT-09-00426027
Paid 08/25/2010 36.30

2010 - 2011

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Officer/Registered Agent Name List

Officer/RA Name	Entity Name	Entity Number
EICHSTEADT, GARY	ECONO-COMM, INC.	G79147
EICHSTEADT, GARY L	ECONO-COMM, INC.	P03000044862
EICHSTEADT, GARY L	SRC ECI, INC.	P04000081123
EICHSTEADT, GARY L	CONNECTIVITY, INC.	P97000047629
EICHSTEADT, GARY L	ECONO-COMM, INC.	P03000044862
EICHSTEADT, GARY L	CONNECTIVITY, INC.	P97000047629
EICHSTEADT, GARY L DIR	SRC ECI, INC.	P04000081123
EICHSTEADT, REBECCA	TUSCAWILLA PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION, INC.	N08614
EICHSTEADT, REBECCA	KINGSBURY FARMS INC.	P05000157211
EICHSTEADT, REBECCA	KINGSBURY FARMS INC.	P05000157211
EICHSTEADT, REBECCA K	NATIONAL SALES ASSOCIATES OF FLORIDA, INC.	P03000086520
EICHSTEDT, RAE A	JERICHO YOUTH RANCH, INC.	N98000004335
EICH, STEVEN R	PHOTO LAB EXPRESS, INC.	F75042
EICH, SUZANNE	OKADA, LTD. INC.	F99000000563
EICHTEN, CHARLES E	FISONS INSTRUMENTS INC.	P03293
EICHTEN, KATHLEEN	LOWNHOME FINANCIAL HOLDINGS, LLC	M06000000382
EICHVER, BAKALAR E PA	THE HARVEST RECREATION ASSOCIATION, INC.	750082
EICHWALD, DEANNA	PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC.	731721
EICK, CHARLES ROBERT	@LIEN, LLC	L03000004417
EICK, CHARLES W.	C.W. EICK INC	G86539
EICK, CLETA	E & W CONSTRUCTION COMPANY, INC	H24860
EICK, C. ROBERT JR	STANDING 8, LLC	L08000033807
EICK, DANI	OMNE STAFFING II, INC.	F02000001856
EICKE, BRIAN	ELECTRICAL SERVICE SYSTEMS OF SOUTH FLORIDA, INC.	P00000108110

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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Entity Name List

Corporate Name	Document Number	Status
ECONO-COMM, INC.	G79147	INACT/MG
ECONO-COMM, INC.	P03000044862	ACT
ECONOCOM MAINTENANCE COMPANY, INC.	P20646	INACT
ECONOCOMM SYSTEMS, INCORPORATION	P03000063310	INACT
ECONOCOMPU CORPORATION	P05000104153	INACT
ECONO COMPUTERIZED WORD PROCESSING, INC.	G24703	INACT
ECONOCOM-SOUTHEAST, INC.	P18652	INACT
ECONOCOM-USA, INC.	P04681	INACT
ECONO CONSOLIDATORS, INC.	P10000007339	ACT
ECONO CONSTRUCTION INCORPORATED	L71392	INACT
ECONO CONSTRUCTION OF PINELLAS CORPORATION	P93000055080	INACT
ECONO CONSTRUCTION AND REMODELING LLC	L07000085077	INACT
ECONOCOOL	927380	INACT
ECONO COOLING AND HEATING, INC.	L73132	ACT
ECONO-COPY, INC.	293080	NAME HS
ECONO-COPY OF DAYTONA BEACH, INC.	537782	INACT
ECONO-COPY OF JACKSONVILLE, INC.	537882	INACT/MG
ECONO-COPY PRODUCTS, INC.	496859	INACT
ECONOCORE INC.	P07000127931	INACT
ECONOCORE INC	P10000053825	ACT
ECONOCORP	T16278	INACT
ECONO-CRAFT CORPORATION	261055	INACT
ECONO-CRAFT CONSTRUCTION CORP.	378537	INACT
ECONO-CRAFT CONSTRUCTION OF FLORIDA, INC.	594812	INACT

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Bid No. : Q0885809B1
Bid Name: Closed Circuit Television (CCTV) Service, Repair, Maintenance and Installation for Broward County Mass Transit Division
Agency: Transit Division
P.A.: Shannon Graham

Date Posted: 11/4/2010
Date Opened: 12/8/2010
Bids Received: 12

BROWARD COUNTY FLORIDA Purchasing Division

Item	Tabulation of Bids Description	Qty	Unit	Communication Access Services, Inc. 927 S State Road 7 Plantation, FL 33317 Price	Extension	Econocomm, Inc. d/b/a Mobile Communications 3733 NW 16 Street Lauderhill, FL 33311 Price	Extension	Johnson Controls, Inc. 15901 SW 29 Street, Suite 801 Miramar, FL 33027 Price	Extension
Group 1	Allowances								
1	Pass Thru for Parts and Materials for Repairs and Installations	1	Each		$20,000.00		$20,000.00		$20,000.00
2	Pass Thru for Plans, Permits/Fees	1	Each		$15,000.00		$15,000.00		$15,000.00
	Group 1 Total (Items 1 and 2)				$35,000.00		$35,000.00		$35,000.00
Group 2									
3	Install Rate (One man per hour) Mon-Fri, 8am-5pm	500	Per Hour	$45.00	$22,500.00	$49.50	$24,750.00	$65.00	$32,500.00
4	Repair Rate - Regular Time (One man per hour) Mon-Fri, 8am-5pm	120	Per Hour	$45.00	$5,400.00	$55.00	$6,600.00	$102.00	$12,240.00
5	After Hours Rate for Repairs or Installations - (One man per hour) Mon-Fri, 5:01pm-7:59am Sat, Sun, Broward County furlough days and Holidays	40	Per Hour	$50.00	$2,000.00	$90.00	$3,600.00	$153.00	$6,120.00
6	Training rate Mon-Fri, 8am-5pm	40	Per Hour	$50.00	$2,000.00	$75.00	$3,000.00	$124.00	$4,960.00
7	Call out fee for consultation on System Requirements Mon-Fri, 8am-5pm	24	Per Hour	$35.00	$840.00	$0.00	$0.00	$0.00	$0.00
8	Rental Rate for Large Boom Lift (40 feet) per day	30	Per Day	$100.00	$3,000.00	$300.00	$9,000.00	$400.00	$12,000.00
	9, 10, 11, 12 not used								
12	16 Channel H.264 Digital Recorder, 2TB Storage Panasonic #WJ-HD616/2000	6	Each	$4,934.33	$29,605.98	$5,213.86	$31,283.16	$5,182.00	$31,092.00
13	Vandal Resistant Fixed Dome Network Camera, Panasonic #WV-NW504S	2	Each	$1,014.84	$2,029.68	$1,072.34	$2,144.68	$1,096.00	$2,192.00
14	Vandal Proof Super Dynamic III Color Dome Camera (Surface Mount) Panasonic #WV-CW504S or newer model	10	Each	$484.90	$4,849.00	$512.36	$5,123.60	$509.00	$5,090.00
15	SDIII, Day/Night, Vandal-Proof, Surface Mount Dome Camera with 15-50mm Vari-Focal Lens Panasonic #WV-CW484S/15	15	Each	$565.51	$8,482.65 (A)	$597.56	$8,963.40	$594.00	$8,910.00

Bid No. : Q0885809B1
Bid Name: Closed Circuit Television (CCTV) Service, Repair, Maintenance and Installation for Broward County Mass Transit Division
Agency: Transit Division
P.A.: Shannon Graham

Date Posted: 11/4/2010
Date Opened: 12/8/2010
Bids Received: 12

BROWARD COUNTY FLORIDA Purchasing Division

Item	Tabulation of Bids Description	Qty	Unit	Communication Access Services, Inc. Price	Communication Access Services, Inc. Extension		Econocomm, Inc. d/b/a Mobile Communications Price	Econocomm, Inc. d/b/a Mobile Communications Extension		Johnson Controls, Inc. Price	Johnson Controls, Inc. Extension	
Group 2 continued												
16	SDIII, Day/Night, Vandal-Proof, Surface Mount Dome Camera with 2.2mm Wide Angle Lens Panasonic #WV-CW484S/22	15	Each	$538.25	$8,073.75	(A)	$568.74	$8,531.10		$565.00	$8,475.00	
17	Weather Proof, SDIII, Color Dome Camera Panasonic #WV-CW964	2	Each	$2,161.29	$4,322.58	(A)	$2,283.72	$4,567.44		$2,270.00	$4,540.00	
18	Weather Proof SDIII Color Dome Camera with Advanced Auto Tracking Panasonic #WV-CW974	10	Each	$3,217.63	$32,176.30	(A)	$3,399.91	$33,999.10		$3,378.00	$33,780.00	
19	Hybrid Unitized Network Color Dome Camera with Pan, Tilt, Zoom Panasonic #WV-NS324	5	Each	$1,584.86	$7,924.30	(A)	$2,201.05	$11,005.25			No Bid	
20	i-Pro Outdoor Network Day/Night PTZ Camera w/SDIII Technology, all-in-one unit Panasonic #WV-NW964	5	Each	$2,693.61	$13,468.05		$2,857.19	$14,285.95		$2,909.00	$14,545.00	
21	i-Pro Network Day/Night PTZ Camera with SIII Technology, Panasonic #WV-NS954	5	Each	$2,083.04	$10,415.20	(A)	$2,201.05	$11,005.25		$2,249.00	$11,245.00	
22	i-Pro Network Color Camera with SDIII Panasonic #WV-NS202A	5	Each	$960.31	$4,801.55	(A)	$1,511.27	$7,556.35		$1,037.00	$5,185.00	
23	Network Video Recorder (NVR) with (3) removable 1TB hard disk drives (HDDs), 3TB storage capacity Panasonic #WJ-ND400/3000	1	Each	$8,182.78	$8,182.78		$8,645.09	$8,645.09		$8,836.00	$8,836.00	
24	Cat 5 Cable	4,000	LF	$0.21	$840.00		$0.17	$680.00		$0.25	$1,000.00	
25	18/2 Cable Plenum	4,000	LF	$0.15	$600.00		$0.17	$680.00		$0.09	$360.00	
26	Copans Facility Preventive Maintenance	4	Qtr	$4,000.00	$16,000.00		$2,500.00	$10,000.00		$2,493.00	$9,972.00	
27	Ravenswood Facility Preventive Maintenance	4	Qtr	$2,400.00	$9,600.00		$2,500.00	$10,000.00		$2,105.00	$8,420.00	
28	Broward Terminal Preventive Maintenance	4	Qtr	$1,350.00	$5,400.00		$2,000.00	$8,000.00		$1,528.00	$6,112.00	
	Group 2 Total (Items 3 thru 28)				$202,511.82	(A)		$223,420.37			$227,574.00	
	TOTAL BID AMOUNT (Group 1 and 2)				$237,511.82	(A)		$258,420.37			$262,574.00	(A)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/2011mf

PRODUCER
C & C Insurance
1921 NW 150 Ave.
[illegible]
Pembroke Pines FL 33028

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ECONO COMM, INC CONNECTIVITY
D/B/A MOBILE COMM
3733 NW 16 St.
Lauderhill FL 33311

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Montpelier US Ins Company	
INSURER B: National Union Fire Insurance Co	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. POLICY PRO-JECT LOC	MP0009006000668	03/12/2011	03/12/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 1000000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B		OTHER Professional Liability	015715857	02/22/2011	02/22/2012	$2000000 $2000000	each claim aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Telecommunications Equipment Provider.
Project No. 104-2011 Town of Lake Park and Lake Park CRA, Park Avenue Security Cameras "Eyes on Park Ave" are named as certificate holder and additional insured.

CERTIFICATE HOLDER

TOWN OF LAKE PARK AND LAKE PARK CRA
650 OLD DIXIE HIGHWAY

LAKE PARK, FL 33403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/22/11

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

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

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C No. Ext): 800-743-8130 FAX (A/C, No): 800-522-7514
E-MAIL ADDRESS: ADP_COI_Center@Aon.com
PRODUCER CUSTOMER ID #: 10762287

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Illinois National Insurance Co	23817
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ADP TotalSource CO XXI, Inc.
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
Econo-Comm, Inc. DBA Mobile Communications
3733-B NW 16th Street
Fort Lauderdale, FL 33311

COVERAGES

CERTIFICATE NUMBER: 289409

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS – COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	☐ UMBRELLA LIAB OCCUR ☐ EXCESS LIAB CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	☐	WC 058339950 FL	01/24/11	07/01/11	☒ WC STATUTORY LIMITS ☐ OTHER	
							E.L. EACH ACCIDENT	$ $2,000,000
							E.L. DISEASE – EA EMPLOYEE	$ $2,000,000
							E.L. DISEASE – POLICY LIMIT	$ $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project # 104-2011-Park Avenue Security Cameras "Eyes on Park Ave".
All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

CERTIFICATE HOLDER

'wn of Lake Park and Lake Park CRA
) Old Dixie Highway
Lake Park, FL 33403

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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The United States of America

Federal Communications Commission

GENERAL RADIOTELEPHONE OPERATOR LICENSE

(General Radiotelephone Certificate)

This certifies that the individual named below is a licensed radio operator and is authorized to operate licensed radio stations for which this class of license is valid. The authority granted is subject to any endorsement placed on this license. The authority granted is also subject to the orders, rules, and regulations of the Federal Communications Commission, the statutes of the United States, and the provision of any treaties to which the United States is a party, which are binding upon radio operators.

This license may not be assigned or transferred to any other person. This license is valid for the lifetime of the holder unless suspended by the FCC.

Endorsement:

Licensee: THOMAS L. SULLIVAN, JR.

Date of Birth	Issuance Date	Place of Issuance
September 8, 1955	January 2, 1985	Miami, Fla.
		License Number
		PG-7-12697

Signature of Licensee

FCC 758-E

The United States of America

Federal Communications Commission

GENERAL RADIOTELEPHONE OPERATOR LICENSE

(General Radiotelephone Certificate)

This certifies that the individual named below is a licensed radio operator and is authorized to operate licensed radio stations for which this class of license is valid. The authority granted is subject to any endorsement placed on this license. The authority granted is also subject to the orders, rules, and regulations of the Federal Communications Commission, the statutes of the United States, and the provision of any treaties to which the United States is a party, which are binding upon radio operators.

This license may not be assigned or transferred to any other person. This license is valid for the lifetime of the holder unless suspended by the FCC.

Endorsement:

Licensee: GARRY L. EICKSTAEDT

Place of Issuance		
MIAMI, FL.		
Date of Birth	Issuance Date	License Number
MAY 29, 1950	JANUARY 2, 1985	PG-7-6549

Signature of Licensee

State of Florida

Department of State

I certify from the records of this office that ECONO-COMM, INC. is a corporation organized under the laws of the State of Florida, filed on April 22, 2003.

The document number of this corporation is P03000044862.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on May 2, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Third day of May, 2011

Secretary of State

Authentication ID: **900206949579-050311-P03000044862**

To authenticate this certificate,visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

OWNER:

TOWN OF LAKE PARK
535 Park Ave.
Lake Park, FL. 33403

PROJECT :

PARK AVENUE SECURITY CAMERAS
"EYES ON PARK AVENUE"

(DESIGN/BUILD SECURITY CAMERA SYSTEM ON PARK AVENUE)
TOWN OF LAKE PARK

Prepared by:

TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY
Richard Pittman, CRA Project Manager
650 Old Dixie Highway
Lake Park, Fl. 33403
Tel. 561-881-3347
Fax 561-881-3349
Email: rpittman@lakeparkflorida.gov

Town of Lake Park Bid No. 104-2011

Date of Bid Advertisement: March 27, 2011

TOWN OF LAKE PARK
535 Park Ave.
Lake Park, FL. 33403

PARK AVENUE SECURITY CAMERAS
"EYES ON PARK AVENUE"
(DESIGN/BUILD SECURITY CAMERA SYSTEM ON PARK AVENUE)
TOWN OF LAKE PARK

Contract Documents

Town of Lake Park Bid No. 401-2011
Date of Bid Advertisement: March 27, 2011

TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY

Arts District | Commerce District | Hometown District

April 19, 2011

ADDENDUM NO. 1
TOWN OF LAKE PARK
PARK AVENUE SECURITY CAMERAS "EYES ON PARK AVE."
(DESIGN/BUILD SECURITY CAMERA SYSTEM ON PARK AVENUE)
BID NO. 104-2011

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the BID DOCUMENTS and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *Park Avenue Security Cameras "Eyes on Park Avenue" Lake Park Bid No. 104-2011.*

BOUND CONTRACT DOCUMENT:

Page 6, NOTICE TO BIDDERS:

Add the wording: AMERICAN BRAND SHALL APPLY TO CAMERA & ELECTRONIC EQUIPMENT

Add the wording: "The project budget is $42,416.

Page 29, SCHEDULE OF BID ITEMS: Replace with the attached REVISED SCHEDULE OF BID ITEMS PAGES 29A & 29B. The revised SCHEDULE provides a space to list the equipment included in the bid. The revision adds two items:

Item 15, ALTERNATE IV: Direct Burial Fiberglass Pole 2 required, Deduct $_____.

Item 16, ALTERNATE V: Eliminate requirement for PERFORMANCE & PAYMENT BOND as stipulated on page 20 and page SC13 of bound document. This waiver is contingent upon approval of the Department of Justice. Final Release of Lien will be required upon receipt of final check. Deduct $_____.

Pages 26 & 27, TECHNICAL SPECIFICATONS:

Omit reference to military installations

Add the following:

- IP based cameras are fixed. No remote PTZ functions are expected.
- No audio functions are expected.
- Acceptable camera will have high sensitivity with Day/Night function 0.6 lux (color), 0.08 lux (B/W) with clear dome cover with IR cut filter switches on/off to enhance the sensitivity in B/W mode.
- Effective Pixels: 768(H) x 494(V).
- SD III Technology or equal.
- Verifocal Lens minimum 4-12 mm.
- Network Recorder: Preferred system will be NVR based, 16 Channel, minimum 4 TB USB

650 Old Dixie Highway, Lake Park, FL 33403 | PH: (561) 881-3347 | FAX: (561) 881-3349

www.lakeparkflorida.gov

- KVM switch may be substituted for 19" monitor (existing monitor will be used).
- Wireless transmission to be in range 5.2 GHz to 5.8GHz. If 4.9 GHz is proposed, license fee is to be included in proposal. No third person licensing
- Misc.:
  1. Town has Static IP internet at 800 Park Avenue
  2. Camera system will be required to be viewed thru Town network or internet browser.
  3. The Town has no preference of software program.
  4. Intent of surveillance is to be able sufficiently view automobiles stopped at stop signs to capture make, model and time.

PLAN SET Sheet # 3 of 5:
Photo Site #5: This photo shows a meter can with no meter. There is a fused disconnect switch immediately to the left of the meter can. The Town will replace this fused disconnect switch with a main panel that will include a breaker to be used for the two cameras at site #5.

Photo showing rear of 800 Park Avenue: Antenna can be mounted on rear wall of building not to conflict with rain gutter. Antenna can be mounted on east or west building wall near corner. No attachment to or thru parapet wall will be permitted.

PLAN SET Sheet #4 of 5:
DETAIL "A" to be replaced with new detail (see enclosed detail). The revision replaces the existing disconnect switch with a breaker panel with main breaker and new breakers and six new breakers, two of which is to serve transformer, all in weatherproof lockable box.

DETAIL "B": Camera height and transmitter height shall be a minimum 12' above ground.

Photo Site #2:
New pole can be closer to pedestal if line of site can be maintained.

PLAN SET Sheet #5 of 5:
Add NOTE: All low voltage wiring thru pole and support arm is required to be within a conduit i.e. smurf tube, flexible metal conduit or flexible PVC/liquid-tight system. Low voltage above ground wiring shall be in suitable weather proof conduit.
Add Note: POLE: Aluminum pole, anodized or powder coated, flange mounted, wind load w/cameras 140MPH will be accepted. Must be American made.
Add Note: CAMERA VIEWS: See Technical Specifications-Verifocal Lens

Sites 1 & 3 are anticipated to view vehicle at stop bar on north/south street approaching Park Avenue.

Sites 2 & 4 are anticipated to view vehicle in east/west direction approx. 80' distant.

Site 5 are anticipated to view vehicle in east/west direction in alley approx. 80' distant.

Add to TECHNICAL SPECIFICATIONS
- IP based cameras are fixed. No remote PTZ functions are expected.
- No audio functions are expected.

- Acceptable camera will have high sensitivity with Day/Night function 0.6 lux (color), 0.08 lux (B/W) with clear dome cover with IR cut filter switches on/off to enhance the sensitivity in B/W mode.
- Effective Pixels: 768(H) x 494(V)
- SD III Technology or equal.
- Verifocal Lens minimum 4-12mm.
- Network Recorder: Preferred system will be NVR based, 16 Channel, minimum 4 TB USB
- KVM switch may be substituted for 19" monitor (existing monitor will be used).
- Wireless transmission to be in range 5.2 GHz to 5.8GHz. If 4.9 GHz is proposed, license fee is to be included in proposal. No third person licensing.
- Misc.:
  1. Camera system will be required to be viewed thru Town network or internet browser.
  2. Town has Static IP internet at 800 Park Avenue.
  3. The Town has no preference of software program.
  4. Intent of surveillance is to be able sufficiently view automobiles stopped at stop signs to capture make, model and time.

Attachments:

Revised Schedule of Bid Items Pages 29A & 29B
Revised DETAIL "A" Service Panel/Transformer

.....

Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. *Failure to return this addendum with your bid submittal may be cause for disqualification.*

Issued By: Town of Lake Park
Office of the Town Clerk
April 19, 2011

Signed By: _____
Vivian Mendez-Lemley
Town Clerk

Bidder:

Signed By: _____
Print Name: _____
Title: _____
Date: _____

End of Addendum #1

PARK AVENUE SECURITY CAMERAS
"EYES ON PARK AVENUE"
TOWN OF LAKE PARK BID NO. 104-2011
SCHEDULE OF BID ITEMS (Revised per Addendum No.1)

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	$ 100.00
2.	Consideration for Davis/Bacon requirements (posted sign, paperwork & meeting.	L.S.	1	_____
3.	Mobilization, Registration with Town, and Permits (no-fee for permit)	L.S.	1	_____
4.	Underground Locates Incl. Easements,	L.S.	1	_____
5.	Flagman, Barricades, Pedestrian Safety	L.S.	1	
6.	Electrical (complete)	L.S.	1	_____
7.	Shootout (demonstration of equipment)	L.S	1	_____
8.	Design, incl.shop drawings, wind load calculations, cut sheets	L.S.	1	_____
9.	Provide and install 10 wireless cameras, two poles, DVR, transmitters, receivers (system complete)	L.S,	1	_____
10 .	Landscape restoration, Cleanup	L.S.	1	_____
11.	Miscellaneous (warranty) ect. _____	L.S.	1	_____

BASE BID: TOTAL ITEMS 1 THRU 11 $_____

Written Amount $ _____

12. ALTERNATE I: Deduct all work associated with location # 5, 9th St. at alley. L.S. $_____

13. ALTERNATE II: Additional Camera(s) /transceiver(s) at site #4, Clock Tower No. 4, Clock Tower $ _____per each

14. ALTERNATE III: Service Contract 2nd year. L.S. $ _____

15. ALTERNATE IV: Direct Burial Fiberglass Pole in lieu of metal pole (2 required) Deduct $ _____

16. ALTERNATE V: Waive requirement for PERFORMANCE & PAYMENT BOND as Stipulated on page 20 of bound document. Amount to be based on base bid. FINAL RELEASE OF LIEN will be required upon receipt of final payment. Deduct $ _____

.....

Identify Equipment Included in Bid:

CAMERA: Manufacturer_____
Model _____

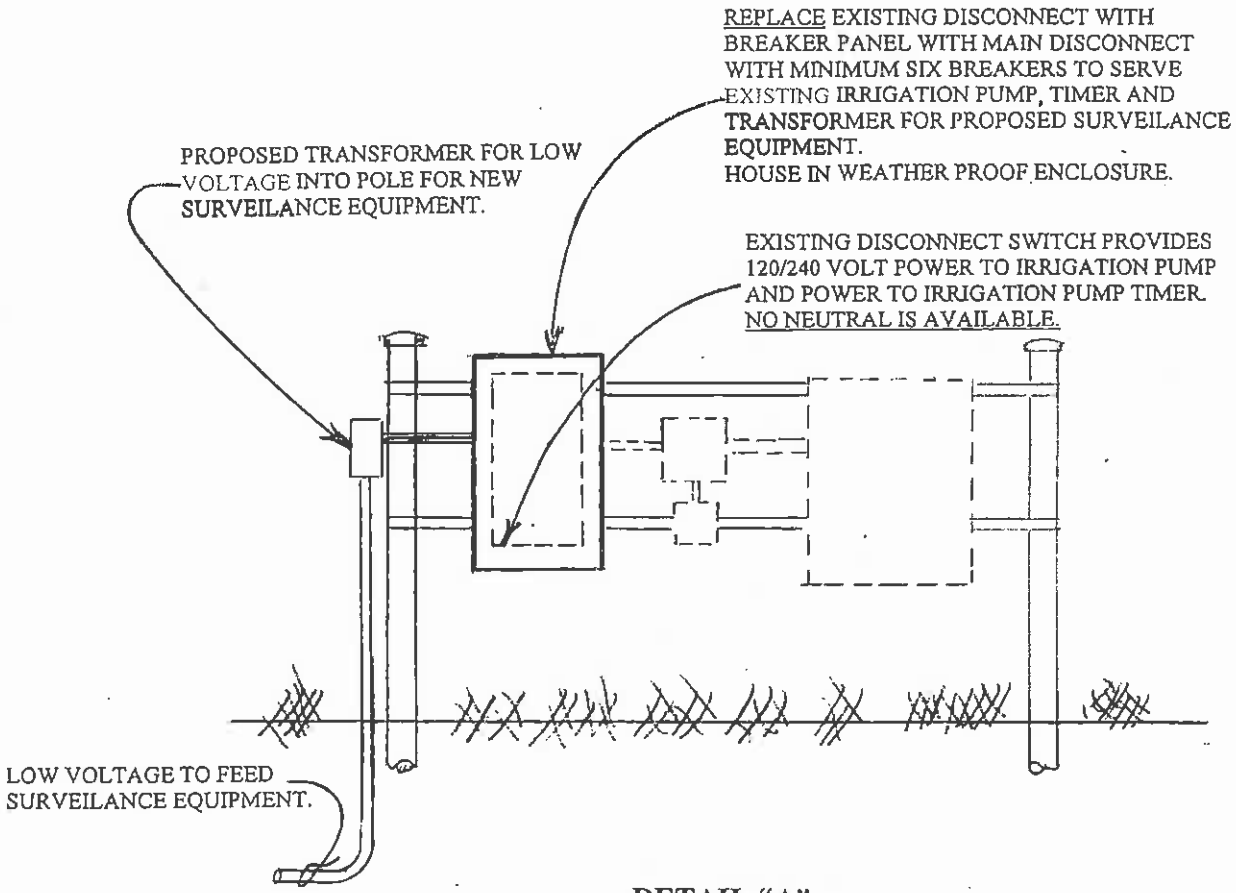
TRANSCEIVER: Manufacturer _____
Model _____

NETWORK RECORDER Manufacturer _____
Model _____

Submitted By: _____

Name of Firm: _____

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BEST VALUE BASE BID PLUS SELECTED ALTERNATES.



DETAIL "A"
SERVICE PANEL/TRANSFORMER
FOR POWER AT SITES 1 & 3

DETAIL "A"
ADDENDUM NO. 1issued 04/19/2011
REPLACES DETAIL "A" FROM PLAN SHEET 4 OF 5 dated 12/19/10

PROJECT DATA

Project Title:	PARK AVENUE SECURITY CAMERAS "EYES ON PARKAVENUE" (Design/Build Security Camera System on Park Avenue) Town of Lake Park
Project Number:	Town Bid No. 104-2011
Project Location:	Park Avenue- 7TH Street to 9th St.
Project Owner:	Town of Lake Park
CRA Board:	Desca Dubois, Chair Kendall Rumsey, Vice Chair Patricia Osterman, Board Member Steven Hockman, Board Member Jeanine Longtin, Board Member Christiane Francois, Board Member Gladys Bryant, Board Member
Owner's Representative:	Maria V. Davis CRA Executive Director 535 Park Avenue Lake Park, Florida 33403 Phone: (561) 881-3304 Fax: (561) 881-3314
Project Manager:	Richard Pittman CRA Project Manager 650 Old Dixie Highway Lake Park, Florida 33403 Phone: (561)881-3347 Fax: (561)881-3349

END OF PROJECT DATA

TABLE OF CONTENTS

Page 1	Cover Page
Page 2	Begin Contract Documents
Page 3	Project Data
Page 4	Table of Contents
Page 5	List of Drawings
Page 6 & 7	Notice to Bidders
Pages 8 to 10	Bidders Understanding
Pages 11 to 17	Instruction to Bidders
Pages SC-1 to SC-26	Special Conditions (Davis-Bacon Requirements)
Pages 18 to 22	Contract Agreement Information
Pages 23 to 24	Contract Agreement
Pages 25	Scope of Work
Page 26-27	Technical Specifications
Page 28	Bid Form
Page 29	Schedule of Bid Items
Page 30	Clarification/Exceptions
Page 31	List of Subcontractors
Page 32	Certification of Drug Free Workplace Program
Page 33	List of References
Page 34	Licensed (copies of applicable licenses)
Page 35	Proof of Existing Insurance
Page 36	Noncollusion Affidavit of Prime Bidder
Page 37	Anti-kickback Affidavit
Page 38	Certification of Eligibility of General Contractor
Page 39	Certification of Nonsegrated Facilities
Page 40	Workforce Projection

Separate from bound contract: Five Plan Sheets as listed on Page 5.

LIST OF DRAWINGS

PARK AVENUE SECURITY CAMERAS
"EYES ON PARK AVENUE"
(DESIGN/BUILD SECURITY CAMERA SYSTEM ON PARK AVENUE)
TOWN OF LAKE PARK
TOWN BID NO. 104-2011

SHEET NO.	TITLE
1.	COVER SHEET
2.	SITE PLAN SHOWING CAMERA LOCATIONS & LINE OF SIGHT
3.	SPECIFIC LOCATIONS
4.	SPECIFIC LOCATIONS-DETAILS "A" & "B"
5.	DETAILS, REQUIREMENTS/SPECIFICATIONS

END OF LIST OF DRAWINGS

TOWN OF LAKE PARK
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:

PARK AVENUE SECURITY CAMERAS
"EYES ON PARK AVENUE"
(DESIGN/BUILD SECURITY CAMERA SYSTEM ON PARK AVENUE)
TOWN OF LAKE PARK
Town Bid No. 104-2011

The work shall generally consist of design, furnish and install complete Wireless Security Camera system including ten cameras, transmitters/receivers, two support poles, DVR recorder with internet connect, and miscellaneous electrical, based on minimum requirements provided in the plans and specifications. BUY AMERICAN (RECOVERY ACT) PROVISIONS APPLY.

This project is funded in part by the Department of Justice, Justice Assistance Grant Program. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women owned, minority, and/or disadvantaged businesses are encouraged to bid on this project.

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m. April 26, 2011 at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

Project Documents

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a $20.00 non-refundable fee, for each bid set. Bids shall be submitted on the form(s) provided.

Pre-Bid Conference

A non-mandatory Pre-Bid Conference is scheduled for 10:00 a.m., April 12, 2011in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents

Envelope containing bid must be sealed and be clearly marked, PARK AVENUE SECUIRITY CMERAS, "EYES ON PARK SECURITY CAMERA SYSTEM, TOWN OF LAKE PARK, Town Bid No. 104-2011

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required. Guaranty Bonds in the form of Performance Bond and Payment Bond, in an amount equal to 100% of the contract will be required. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instructions to Bidders.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on April 26, 2011 Award of bid will be made at a Town Community Redevelopment Agency meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Community Redevelopment Agency of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

Vivian Mendez Lemley, Town Clerk
Town of Lake Park, FLORIDA

Published on: March 27, 2011
Palm Beach Post

BIDDERS UNDERSTANDING

MANDATORY REQUIREMENTS:

- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. Please note, no fax, email, *or* phone bids will be accepted.

- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

  PARK AVENUE SECURITY CAMERAS
  EYES ON PARK SECURITY CAMERA SYSTEM
  Town of Lake Park, Florida
  Bid No. 104-2011
  Attn: TOWN CLERK

- PRE-BID CONFERENCE

  There is a **VOLUNTARY** pre-bid conference/site inspection scheduled for this project, to be held at 10:00 a.m. on April 12, 2011, at the Town Hall Commission Chambers, Lake Park, Florida. Town representatives will assemble at the Commission Chamber to provide a brief description of the project then reconvene at the project site. The purpose of the pre-bid conference is to answer questions, and to clarify any inconsistencies. All companies wishing to submit bids are encouraged to attend or be represented at the pre-bid, to glean additional information about the project, and to insure any clarifications are given and questions are answered. At the pre-bid, interested companies will have the opportunity to inspect the site, familiarize themselves with the requirements, and to insure all items affecting the bidding/costing of the project are considered.

PURPOSE OF BID

The sole purpose of this bid is to provide for the installation of a security camera system as described in the Scope of Work section of this solicitation.

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the

requirements of the project or suitable to the Town, shall be done so at no cost to the Town, and shall not delay the completion of the project.
It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees to **not** commence work without the following:

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Approved permit for the project
- Receipt of a Town Purchase Order, referencing the project
- Attendance of a pre-construction meeting to review procedures and payroll report requirements to meet DAVIS-BACON grant requirements.
- Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will serve as the NTP unless otherwise agreed.

REQUIRED SUBMITTAL ITEMS

By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:

ONE (1) ORIGINAL and TWO (2) COPIES of the following documents:

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Clarifications/Exceptions Form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- *Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

ONE (1) ORIGINAL OR COPY of the following documents:

- **Bid Bond**, (see Instructions to Bidders, paragraph 2)

  **Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

INSTRUCTIONS TO BIDDERS

1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work site to ascertain by inspection pertinent local conditions. They must also carefully examine all plans, specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

2. BOND REQUIREMENTS

A. **BID BOND -** If your bid price to perform the requirements of this solicitation is equal to or exceeds $25,000, then you are required to submit a surety bond with your bid in an amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, cash, a cashier's check or money order made out to The TOWN OF LAKE PARK (referencing the project), or a construction bid bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The LAKE PARK CRA), the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

B. **PERFORMANCE AND PAYMENT BONDS**- see 'Contract Agreement Information' section.

3. PREPARATION OF BIDS

A. Bids shall be submitted in triplicate, one ORIGINAL and two copies, in the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When

quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

C. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the Lake Park CRA. The Lake Park CRA reserves the right to reject any subcontractor and require replacement with an approved subcontractor.

4. BIDDERS SUBMITTING MORE THAN ONE BID

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Lake Park CRA may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which is the "alternate" bid, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

5. REJECTION OF BIDS

The Lake Park CRA reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

6. AWARD OF CONTRACT

A. If the Lake Park CRA chooses to award a contract, it will be to the lowest responsive and responsible Bidder, or in the opinion of the Town CRA, to the company whose bid is most advantageous, and provides the best value. The Lake Park CRA reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.

B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.

C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Lake Park CRA, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and

recommend the next-lowest Bidder, or that Bidder, which in the sole determination of the Lake Park CRA, offers the CRA the next-best value and/or the most advantageous opportunity to construct the project.

7. GUARANTEE

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

8. RETURN OF BID SECURITY

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be available for return upon the delivery of acceptable performance and payment bonds.

9. EXECUTION OF CONTRACT

The Contract Agreement Form shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

10. SUBLETTING OR ASSIGNING CONTRACT

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the LAKE PARK CRA. In no event will the Contractor be released from responsibility.

11. POWER OF ATTORNEY

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds (see paragraph 2).

12. ADDENDA -- CHANGES WHILE BIDDING

It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

13. DAVIS/BACON ACT

This project is funded by the Department of Justice, Justice Assistance Grant Program. Wage rate requirements and other **DAVIS-BACON & RELATED ACTS** will apply. SEE SPECIAL CONDITIONS SECTION OF THIS DOCUMENT FOR THE REQUIREMENTS.

14. PROTEST PROCEDURE

Protests may only be filed by a firm which has submitted a timely bid.

Protests must be addressed to the TOWN OF LAKE PARK Town Manager, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the Town Clerk within three (3) business days (excluding Saturdays, Sundays, and legal holidays) after the date that notice of the written recommendation of contract award has been posted on the Town's website. It shall be the responsibility of the Bidder to ascertain bid award information from the Town Clerk. The protest is considered filed when it is received by the Town Manager.

Failure to file a protest within the specified time frame shall constitute a waiver of protest rights.

15. FEDERAL AND STATE TAX

The TOWN OF LAKE PARK (CRA) is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK (CRA)

shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

16. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

If awarded a contract, the successful Bidder may offer to perform the same or similar work for other governmental agencies within the State of Florida ('piggyback' of contract), should the Bidder deem it is in its best interest to do so.

17. 'DRUG FREE WORKPLACE CERTIFICATION'

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

18. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a): ('PUBLIC ENTITY CRIMES')

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

19. LIQUIDATED DAMAGES

The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, Fifty Dollars ($50.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, or the start date as agreed at the designated pre-construction meeting. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages ($50/day) for each calendar day, unless an appropriate extension is requested and approved by the Town in writing.

20. CONTRACT TIME

The time for completion of the contract shall be ninety (90) calendar days.

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence.

21. PAYMENT

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due ***20 days after it is stamped as "received" by the Town***. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Applications for payments prior to the final payment application shall show10% retainage of the total value of the work complete.

22. APPROVAL OF ACCOUNTING SYSTEM

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and

2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

23. RIGHT TO INSPECT

The Town may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contact awarded or to be awarded by the Town.

24. RIGHT TO AUDIT RECORDS

1) Audit of Cost or Pricing Data: The Lake Park CRA may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent

to such costs or pricing data for three (3) years from the date of the final payment under the contract.

2) Contract Audit: The CRA shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

3) Contractor Records: If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions:

A) Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and
requiring the contractor and subcontractor, at any tier, to provide to the CRA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

25. ADDITIONAL INFORMATION

Requests for additional information should be referred to Richard Pittman, CRA Project Manager, at (561)881-3347.

End of Instructions to Bidders

SPECIAL CONDITIONS (26 PAGES)
PARK AVENUE SECURITY CAMERAS
TOWN OF LAKE PARK

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

Project Name:	TOWN OF LAKE PARK – EYES ON PARK AVENUE

This project is funded in part, or in whole, by Federal funds and is subject to the requirements listed below. **Note: This document and its attachments must be included in the** bid documents for **the above named project, and it must be made part of the contract for the project.**

1. General Requirements

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) 1
- Public Entity Crimes - Section 287.133, Florida Statute
- Bonding Requirements
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. Form provided to the successful bidder for use by subcontractors:

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. Report to be submitted to DOJ Grant Administrator by the successful bidder:

- Contract Award Report to be submitted with the first payment request and with the final payment request. *(Ask for larger form on legal size paper)*

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over $2,000. Attached are the pertinent forms:

- Display of Posters
- Federal Labor Standards Provisions - Form DOJ-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions The applicable wage decisions shown below are attached:

Wage Decision(s) No.: FL20100272 **11/19/2010 FL272**

GENERAL DECISION: FL20100272 11/19/2010 FL272

Date: November 19, 2010
General Decision Number: FL20100272 11/19/2010

Superseded General Decision Number: FL20080272

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	03/12/2010
1	10/29/2010
2	11/19/2010

ELEC0728-006 08/31/2009

	Rates	Fringes
ELECTRICIAN	$ 28.46	12.5%+5.00

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* ENGI0487-014 01/01/2010

	Rates	Fringes
OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck	$ 28.30	8.78
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck	$ 27.57	8.78
OPERATOR: Drill	$ 25.05	8.78
OPERATOR: Oiler	$ 22.24	8.78

IRON0402-003 04/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 22.22	7.65

SC 2

LABO1652-004 05/01/2009

	Rates	Fringes
LABORER: Grade Checker	$ 14.50	4.67

PAIN0452-007 08/01/2010

	Rates	Fringes
PAINTER: Brush, Roller and Spray	$ 16.00	6.20

SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work	$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER	$ 16.93	0.00
LABORER: Common or General	$ 10.64	0.00
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipelayer	$ 14.00	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.59	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 15.33	3.60
OPERATOR: Blade/Grader	$ 16.00	2.84
OPERATOR: Bulldozer	$ 14.95	0.81
OPERATOR: Loader	$ 16.05	0.00
OPERATOR: Mechanic	$ 14.32	0.00
OPERATOR: Roller	$ 10.95	0.00
OPERATOR: Scraper	$ 11.00	1.74
OPERATOR: Trackhoe	$ 20.92	5.50
OPERATOR: Tractor	$ 10.54	0.00
TRUCK DRIVER: Lowboy Truck	$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck	$ 12.21	1.97
TRUCK DRIVER: Dump Truck	$ 9.60	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

SC 3

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

SC 4

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" *and the* "Standard Federal Equal Employment Specification" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the *life* of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area- If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation *of* the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the, contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construct subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract', estimated starting and completion dates of the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

1. During the performance of this contract, the contractor agrees as follows:

2. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating', and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the contractor becomes involved in or is threatened with , litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.n the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended I whole or in pat and the contractor may be declared ineligible for further Government contracts I accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

   a. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, so that such provisions will be binding upon each subcontractor or vendor. The contractor will. take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person ,o whom the Director delegates authority,

   c. 'Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

   d. "Minority includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);

      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      (iii) Asian and Pacific Island (ail persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female, participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project, The Contractor shall specifically ensure that ail foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions, with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.

   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper-, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

   g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct *a review,* at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obli[8]ations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

Consequently, the Contractor may be in violating of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PUBLIC ENTITY CRIMES

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

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NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract;

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

BONDING REQUIREMENTS
CONSTRUCTION CONTRACTS

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts or subcontracts exceeding $100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts or subcontracts valued at $100,000 or less.

1. BID SECURITY (BID GUARANTEE)

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shat(be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the "notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to; insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be, forfeited to the owner.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. BONDS

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of the Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 1173&

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

(1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20

(2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued thereunder.

(3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P-L. 49-163).

(5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT

(for use by subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and DOJ Handbook 1300.13 REV. I.

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.

   Further, I, we, provide the certification set out below:

   I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3 By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation In this covered transaction unless authorized by the agency with which this transaction originated.

4. I, and any principals of my firm, further agree by submitting this proposal that [/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

By: _____ _____ _____

Name and Title Signature Date

CONTRACT AWARD REPORT

Project Name: Town of Lake Park – Eyes on Park Avenue **Report Date:**

Prime Contractor Information - construction contracts funded in whole or in part by Department of Justice

Grant/Project Number or other identification identification	Amount of Contract	Type oi Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see	Woman Owned Business	Prime Contractor Employer Identification Number	Sec- 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec- 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	St al	Zip Code

Sub-Contractor Information - construction sub-contracts funded in whole or in part by DOJ

Grant/Project Number or other identification	Amount Of Contract	Type of Trade Code (see below A)	Contractor Business Racial/Ethnic Code (see below B)	Woman Owned Business (yes or No)	Prime Contractor	Sec- 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec- 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code

Other Contractor Information - non-construction contracts funded in whole or in part by DOJ (such as consultants, engineers, architects, surveyors, etc.)

Grant/Project Number or other identification	Amount Of Contract	Type of Trade Code (see below A)	Contractor Business Racial/Ethnic Code (see below B)	Woman Owned Business (yes or No)	Prime Contractor	Sec- 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec- 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code

1. **White Americans**
2. **Black Americans**
3. **Native Americans**
4. **Hispanic Americans**
5. **Asian Pacific Americans**
6. **Professional**
7. **Tenant Services**
8. **Educational Services**
9. **Arch./Engineer/Appraisal**
10. **Other**

(A) Type of Trade Codes:		(B) Racial/ Codes	
1 = New Construction	6=Professional	1= White Americans	
2 = Substantial Rehab	7=Substantial Rehab	2 = Black Americans	
3 = Repair	8=Education/Training	3 = Native Americans	
4 = Service	9=Arch/Engineering/Appraisal	4.= Hispanic Americans	
5 = Project Management.	0=Other	5 = Asian/Pac6c American	

DISPLAY OF POSTERS

The contractor shall, for each federally funded project, supply a standard display of posters at the job site as follows:

One (1) 24" x 36" display surface with clear acrylic cover sheet for all-weather protection and easy visibility of posters on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by the Town of Lake Park

Cost of poster mounting boards and posts are to be paid by the contractor.

Posters for display will be provided by the Town of Lake Park at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

Display board and required posters must be maintained in a legible condition through the entire project duration. Failure to provide the above could result in suspension of contract payments until violations are corrected as directed by the Town of Lake Park

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions, are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1: (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (20 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, hat the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. DOJ shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination,

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Department of Justice or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by DOJ or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise DOJ or its designee or will notify DOJ or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and DOJ or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). DOJ or its designee shall refer the questions, including the view of all interested parties and the recommendation of DOJ or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise DOJ or its designee or will notify DOJ or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to 2-11 workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed, in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any *laborer or mechanic* the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to *set* aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2: (I) Withholding, DOJ or its designee shall upon its own action or upon written request of an *authorized* representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, DOJ or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. DOJ or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom, they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (1) Payrolls and basic records. Payrolls and basic records relating thereto shad be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, fits or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(8) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(N) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated *In* writing to the laborer of mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs.
(Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(11)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all Payrolls to DOJ or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant , sponsor, or owner, as the case may be, for transmission to DOJ or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D. C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied IDY a "Statement of Compliance." signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1). That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2). That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3). That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3 (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph A.3(i) or this section available for' inspection, copying or transcription by authorized representatives of DOJ or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, DOJ or its designee may, after written notice to the contractor, sponsor, applicant or owner, lake such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available maybe grounds for debarment action pursuant to 29 CFR Part 5.12.

A4: (I) Apprentices and Trainees. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the lot in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program and worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio determined under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. if the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentice at less than the applicable prede'ermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by forma', certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the Journeyman hourly rate specified in the applicable wage determination, Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the, corresponding Journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Tra'ning Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at 'ess than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

A.5: (I) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

A.6: (I) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 of this Paragraph A, and such other clauses as DOJ or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this Paragraph.

A.7: (I) Contracts termination; debarment. A breech of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

A.8: (I) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

A.9: (1) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and DOJ or its designee, the... U.S. Department of Labor, or the employees or their representatives.

A.10: (I) Certification of Eligibility. By entering into this contract the contractor certifies it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOJ contracts or participate in DOJ programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section, 3(a) of the Davis-Bacon Act or 29 CFR 5,12(a)(1) or to be awarded DOJ contracts or participate in DOJ programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 10,10, Title 18. U.S.C., "Federal Housing Administration transactions, provides in Part "Whoever, for the purpose of, influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false ... shall be- fined not more than $5,000 or imprisoned not more than two years or both."

A.11: (I) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards .applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act The provisions of this Paragraph B are applicable only where the amount of prime contract exceeds $100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic

rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation, liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages.)n addition, such contractor and subcontractor shall, be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer of mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of ire standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph,

(3) **Withholding for unpaid wages and liquidated damages.** DOJ or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contractor or any other Federal contract with the same prime contrac', or any other Federal-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to oe necessary to satisfy any liabilities of such cont'actor or subcontractor for unpaid wages and liquidated damages as provided in the clause set truth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) though (4) of this paragraph.

C. Health and Safety

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards - promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall com ply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Labor shall direct as a means of enforcing such provisions.

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll, which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not ' listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum um hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns,

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments fo' FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem as long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requlrement and uses "basic rate of Pay' 2S the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identi'y the purpose of each deduction and the amount, which may be a specific do'lar amount or a percentage. A copy of the, authorization must be submitted with the, first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amoun's decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision If a classification not in the wage decision is required, please advise, the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination.

Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act.

However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices / Helpers

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper", As with, apprentices not participating ,n a formal apprentice program, the worker must be classified according to duties performed and tools used.

MONTHLY NARRATIVE *REPORT*

Report For:	Month: _____ Year: _____		
Subrecipient Name:	Town of Lake Park		
Project Name:	Eyes on Park Avenue		
Report Prepared By:			
	Name	Signature	Date

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: Funds:$ _____ Other Funds:$ _____

Amounts Expended to Date:

BUDGET EXPENDED ~ PERCENTAGE

Other Funds: _____

Other Funds:

TOTAL:

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

END OF SPECIAL CONDITIONS

CONTRACT AGREEMENT INFORMATION

1. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Lake Park CRA and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

2. GENERAL CONDITIONS

'STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT' prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

3. SUPPLEMENTARY GENERAL CONDITIONS

The following conditions modify or are in addition to the 'General Conditions' noted in #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

PRELIMINARY MATTERS

BEFORE STARTING CONSTRUCTION:
The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or Product Data for such portion of the Work.

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE:

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Lake Park CRA. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less that the following amounts:

A. Worker's Compensation:

1. State	Statutory
2. Employer's Liability	$1,000,000

B. Commercial General Liability:
(Including Premises -- Operations: XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

Each Occurrence	$1,000,000.
Annual Aggregate per job/contract	$2,000,000.

C. Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)

1. Bodily Injury:

Each Person	$1,000,000.
Each Accident	$1,000,000.

2. Property Damage:

Each Occurrence	$1,000,000.

D. Additional liability coverage for the Lake Park CRA shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability
Policy. Add the following names:

Owner -- LAKE PARK CRA

E. If Contractor's vehicles will operate on Town and CRA property, Town of Lake Park and Lake Park CRA must be named as "Additional Insured" on Automobile Liability policy.

F. All insurance shall contain a provision, to be noted on the certificate of insurance, that coverage will not be canceled, materially changed or renewal refused until at least thirty days (30) prior written notice has been given to Town's Human Resources Director (fax (561)881-3314).

G. The Contractor's General Liability Policy "other insurance" clause shall be amended to reflect coverage under this policy shall be primary.

H. No work shall commence until the Lake Park CRA has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

CONTRACTOR'S RESPONSIBILITIES

The Contract Documents are intended to communicate the nature of the design, concept and scope of the work. The Contractor shall be responsible for the

construction and coordination of the parts and all systems shall be complete, compatible and fully functional without additional costs.

PAYMENTS TO CONTRACTOR AND COMPLETION

The Town will be employing an engineer to perform inspections and approve applications for payments on this project. If the Town does engage an engineer or other Agent on this project, the Town will communicate at the pre-construction meeting, the specifics regarding to whom to send applications for payment, the roles of each party, etc. As an approved permit is required prior to the commencement of the work outlined in this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the Town, and Contractor has passed a final inspection in accordance with the permit.

PERFORMANCE AND PAYMENT BONDS

All bonds must be submitted by the Bidder awarded the contract. However, Performance and Payment bonds shall NOT be required if the contract amount is under $ 25,000.

The contractor will be required to furnish a payment bond and performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Performance and Payment Bonds shall be submitted to the TOWN OF LAKE PARK CRA within fourteen (14) calendar days of bid award notification.

HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park & Lake Park CRA shall be named as an additional insured on the Certificate of Insurance.

If the Town CRA defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

CONTRACT TERMS

The contract shall include, but not be limited to, the following:

A) All terms, conditions, plans, and specifications of this bid.

B) Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.

C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

SURVIVORSHIP OF BENEFITS

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

SEVERABILITY

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

TERMINATION

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

PERMITS, TAXES, LICENSES

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. Currently, there is no requirement for a Notice of Commencement.

MANNER OF PERFORMANCE

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

Contract Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR

PARK AVENUE SECURITY CAMERAS

Eyes on Park Avenue

(Design/Build Security Camera System on Park Avenue)

TOWN OF LAKE PARK CRA

TOWN BID NO. 104-2011

Upon execution by both parties, this Agreement shall serve as the Contract between the LAKE PARK COMMUNITY REDEVELOPMENT AGENGY("Owner") and _____ _____ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's' bid response to the Town's Invitation For Bid No. 104-2011
All terms, conditions, plans and specifications of No.104-2011, any Addenda, and contractor's accepted bid, dated _____ shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be _____.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake Park CRA through its CRA Board, signing by and through its Chairperson, authorized to execute same by CRA Board action on the ____of _____, 2011: and _____ authorized to execute same.

TOWN OF LAKE PARK CRA, through its
CRA Board

Attest:

By: _____
Desca Dubois, Chair
_____day of _____, 2011

_____
Vivian Mendez Lemley, Town Clerk

(Town Seal)

Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only:

By: _____
Thomas Baird, CRA Attorney

____day of _____, 2011

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

_____
Name of Contractor

_____
Signature

_____
Print Name, Title

_____day of _____, 2011

(CORPORATE SEAL)

STATE OF FLORIDA)
):ss
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2011 by

_____ who (check one) [ ] is personally known to me or
[ ] has produced _____ as identification.

_____
Notary Public, State of _____

_____
Print or Type Name of Notary Public

My commission expires:

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

SCOPE OF WORK

PARK AVENUE SECURITY CAMERAS
"Eyes on Park Avenue" Security Camera System
DESIGN/BUILD COMPLETE OPERATING SYSTEM

- Compliance with Davis Bacon requirements (sign, posters, paperwork)
- Pre-contract equipment test (wireless link & shootout demonstration)
- Insurance, Permits, Registration of Contractor and Subcontractors with Town Building Dept.
- Mobilization, Vehicle & Pedestrian Safety
- Flagmen for Times of Lane Blockage
- Design, Shop Drawings for Poles, Cameras, Transceivers, Network Recorder, Network Switch, camera mounting.
- Wind Load Calculations for new poles (140 mph)
- Electrical installations to serve cameras
- Install complete system
- Test Complete System
- Shrubbery and ground restoration
- Product and Workmanship Warranty
- Service contract if selected as Alternate.

NOTE: This project is funded under the RECOVERY ACT – Buy American. Contractors understand that this project is subject to the provisions of section 1605 of the Recovery Act ("buy American"). Iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

TECHNICAL SPECIFICATIONS

Attached to this document are separate plans/drawings available as a compliment to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are recommended to attend the voluntary Pre-bid Meeting, to insure all local conditions are known and considered.

POLE: Steel, Square, Powder Coated, Flange Mounted to Concrete Footing, Wind Load w/cameras140 MPH. Must be American Made.

ELECTRCAL EQUIPMENT: Qualified for American Made:

SURVEILANCE SYSTEM REQUIREMENTS:
Buy American applies.

CAMERA:
FCC CFR 47 part 15 class B Telecommunications-Radio Frequency Devices.
IEC 60068-2-6.
IEC 60068-2-75 test Eh, 50j.
ISO 9001- Quality System.
Underwriters Laboratories approval 1950 & 60950.
Water/Dust Protection IP66 & NEMA 4X.
Ip camera and equipment rated suitable for industrial and military use.
Cast aluminum housing,polycarbonate dome & hardened inner liner to withstand equalivent 120 pound force.
Day/night infrared contrast w/ progressive scan.
20-bit image processing technology / 540 TVL of resolution.
Varifocal Lens: IR-corrected, manual zoom, and automatic iris control.
Viewing Angle: (2.8mm to 10mm, Wide 100.8 x 73.7 degrees)
(9mm to 22mm, 31.2 x 22.8 degrees)
Wide Dynamic Range, 2x-dynamic engine and Smart BLC.
Tri-streaming IP video: Simultanous Dual H.264 streams and one M-JPEG stream.
ONVIF compliant.
High-impact, vandal-resistant enclosure.
Manufacture: Minimum 10 years experience.
Wind survivability: 120 mph.
Product warranty covering 3 years for replacement and repair of defective equipment.
Three year warranty on materials and workmanship.

TRANSCEIVER:
Tri-band wireless Ethernet for multi-service backhaul application (4.9-5.8 GHz/300Mbps).
Integrated radio-antenna in outdoor rated enclosure.
Point to point, point to multipoint and mesh architecture.
FIPS-197 Compliant and SNMP version 3 support.
TX power up to 27 dBm, RX sensitivity@5GHz-75dB.
Antena-2x2 MIMO w gain 14.6-16.1 dBi, duel linear.
Wind survivability:120 mph.

Product warranty covering 2 years for replacement and repair of defective equipment.
Two year warranty on workmanship. 104-2011 104-2011 104-2011 104-2011

NETWORK RECORDER:
16 channel, internal DVD-RW, 8TB, 2 GB Ethernet ports.

NETWORK SWITCH:
12 port, copper,100Mbps.

MONITOR: 19" Estimated Cost $200.00

END OF TECHNICAL SPECIFICATIONS

BID FORM: No. 104-2011
PARK AVENUE SECURITY CAMERAS
"EYES ON PARK AVENUE"

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).

In accordance with the plans and specifications noted in this Bid document, the **LUMP SUM TOTAL BASE BID** for this project is:

_____($_____)

Completion: Ninety (90) calendar days after Commencement of Work [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

Required documents attached?	(Yes or No)
- Schedule of Bid Items	_____
- Acknowledge Addenda # ___ (if issued)	_____
- Bid bond (minimum of 5% of total bid (signed)	_____
- 1 Original and 2 copies of the following:	
- Bid Form (signed)	_____
- Clarifications/Exceptions	_____
- List of Subcontractors	_____
- 'Drug Free Workplace Cert. (signed)	_____
- List of References	_____
- Licenses (copies of applicable licenses)	_____
- Proof of Existing Insurance Coverage	_____
- Noncollusion Affidavit of Prime Bidder	_____
- Anti-kickback Affidavit	_____
- Certification of Eligibility of General Contractor	_____
- Certification of Nonsegregated Facilities	_____
- Workforce Projection	_____

NAME OF FIRM _____

ADDRESS _____

_____

PHONE# _____ FAX# _____

AUTHORIZED SIGNATURE_____

NAME & TITLE (TYPED or PRINTED)_____

POINT OF CONTACT EMAIL ADDRESS: _____

DATE: _____ TAX PAYER ID#: _____

PARK AVENUE SECURITY CAMERAS
"EYES ON PARK AVENUE"
TOWN OF LAKE PARK BID NO. 104-2011
SCHEDULE OF BID ITEMS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	$ 100.00
2.	Consideration for Davis/Bacon requirements (posted sign, paperwork & meeting.	L.S.	1	_____
3.	Mobilization, Registration with Town, and Permits (no-fee for permit)	L.S.	1	_____
4.	Underground Locates Incl. Easements,	L.S.	1	_____
5.	Flagman, Barricades, Pedestrian Safety	L.S.	1	
6.	Electrical (complete)	L.S.	1	_____
7.	Shootout (demonstration of equipment)	L.S	1	_____
8.	Design, incl.shop drawings, wind load calculations, cut sheets	L.S.	1	_____
9.	Provide and install 10 wireless cameras, two poles, DVR, transmitters, receivers (system complete)	L.S,	1	_____
10 .	Landscape restoration, Cleanup	L.S.	1	_____
11.	Miscellaneous (warranty) ect. _____	L.S.	1	_____

BASE BID: TOTAL ITEMS 1 THRU 11 $_____

Written Amount $ _____

12. ALTERNATE I: Deduct all work associated with location # 5, 9th St. at alley. L.S. $_____

13. ALTERNATE II: Additional Camera(s) /transceiver(s) at site #4, Clock Tower No. 4, Clock Tower $ _____per each

14. ALTERNATE III: Service Contract 2nd year. L.S. $ _____

Submitted By: _____

Name of Firm: _____

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BEST VALUE BASE BID PLUS SELECTED ALTERNATES.

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

LIST OF SUBCONTRACTORS

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').

NAME OF COMPANY	ADDRESS OF COMPANY	PHONE/CONTACT
1)		
2)		
3)		
4)		
5)		

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of _____, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.

2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Authorized Signature (Date)

_____

Name & title (typed)

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company/Agency Name: _____
Address: _____
_____
_____

Point of Contact: _____
Phone Number: _____
Fax Number: _____

REFERENCE #2

Company/Agency Name: _____
Address: _____
_____
_____

Point of Contact: _____
Phone Number: _____
Fax Number: _____

REFERENCE #3

Company/Agency Name: _____
Address: _____
_____
_____

Point of Contact: _____
Phone Number: _____
Fax Number: _____

INCLUDE PROOF OF PROPER LICENSING
(APPLICABLE LICENSING TO PERFORM THE
REQUIRED SERVICES)

INCLUDE PROOF OF EXISTING INSURANCE

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____
Who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is _____of _____, the Bidder that has submitted a proposal to perform work for the following project:

Contract # _____ Project Name:_____

(2) He is fully informed respecting the preparation of and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collision, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including the affiant.

_____
Signature

Subscribed and sworn to (or affirmed) before me this ___day of _____, 2011 by _____, who personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORM ME, the undersigned authority, personally appeared_____
_____, who, after being by me first duly sworn, deposes and says:

(1) I am _____of _____, the bidder that has submitted a proposal to perform work for the following project:

Contract # _____ Project Name : _____

(2) I, the undersigned, herby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

_____
Signature

Subscribe and sworn to (or affirmed) before me this ____day of _____, 2011
By _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary signature: _____

Notary Name: _____
Notary Public-State of Florida

PALM BEACH COUNTY

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared_____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #:_____ Project Name:_____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

_____
Signature

Subscribed and sworn to (or affirmed) before me this _____ day of_____, 20___ by _____, who is personally known to me or who has produced _____as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

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PALM BEACH COUNTY

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name:_____

Company Name and Address:

_____ _____
Signature

_____ _____
Name and Title

_____ _____
Date

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PALM BEACH COUNTY _____

WORKFORCE PROJECTION

PROJECT NAME:	

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

[ ] Asphalt Distributor
[ ] Asphalt Paving Machine
[ ] Asphalt Screed
[ ] Backhoe
[ ] Boom Auger Operator
[ ] Bulldozer
[ ] Concrete Curb Machine Operator
[ ] Concrete Joint Saw Operator
[ ] Concrete Pump
[ ] Cranes with boom length less than 150 ft
[ ] Cranes with boom length 150 ft and over
[ ] Cranes, all tower cranes, and all
[ ] Derrick, or Dragline
[ ] Earthmover
[ ] Excavator
[ ] Forklift
[ ] Front End Loader
[ ] Grader/Blade
[ ] Guardrail Erector
[ ] Guardrail Erector
[ ] Guardrail Post Driver
[ ] Mechanic (type: _____)
[ ] Milling Machine Grade Checker
[ ] Milling Machine Operator
[ ] Motor Grader
[ ] Mulching Machine
[ ] Oiler, Greasemen
[ ] Pavement Striping Machine
[ ] Pavement Striping Machine Nozzleman
[ ] Piledriver
[ ] Power Subgrade Mixer
[ ] Roller
[ ] Scraper
[ ] Sign Erector
[ ] Small Tool Operator
[ ] Tractor
[ ] Trenching Machine
[ ] Truck Driver (type: _____)
[ ] Other:_____
[ ] Other:_____

OTHER WORK CLASSIFICATIONS

[ ] Acoustical Tile Installer
[ ] Air Tool Operators
[ ] Asphalt Rakers
[ ] Bricklayer/Brickmason/Blocklayer
[ ] Carpenter
[ ] Cement Mason/Concrete Finisher
[ ] Drywall Hanger
[ ] Drywall Finisher/Taper
[ ] Electrician
[ ] Elevator Mechanic
[ ] Fence Erector
[ ] Form Setter
[ ] Glazier
[ ] Grade Checker
[ ] HVAC Mechanic (type: _____)
[ ] Ironworker - Ornamental
[ ] Ironworker - Reinforcing
[ ] Ironworker - Structural
[ ] Landscape and Irrigation laborer
[ ] Lather
[ ] Mason Tenders
[ ] Painter
[ ] Pipefitter (excluding HVAC pipe work)
[ ] Pipelayer
[ ] Plasterer
[ ] Plasterers Tenders
[ ] Plumber (excluding HVAC pipe)
[ ] Plumber (including HVAC pipe)
[ ] Roofer (including built-up, composition and single ply)
[ ] Sheet Metal Worker (including HVAC duct work)
[ ] Sprinkler Fitter (fire sprinkler)
[ ] Terrazzo Worker Mechanic
[ ] Tile Setter
[ ] Traffic Control Specialist
[ ] Traffic Signalization - Installer
[ ] Traffic Signalization - Mechanic
[ ] Unskilled Laborer
[ ] Welder
[ ] Other:_____

Submitted by: _____

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PARK AVENUE SECURITY CAMERAS

"EYES ON PARK AVENUE"

TOWN OF LAKE PARK

TOWN PROJECT # 104-2011

FUNDED BY U.S. DEPT. OF JUSTICE

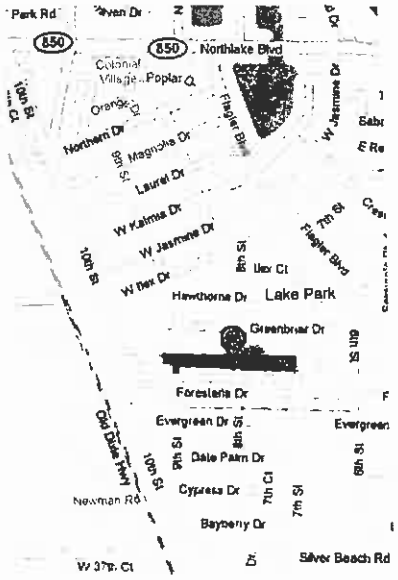
BUREAU OF JUSTICE ASSISTANCE

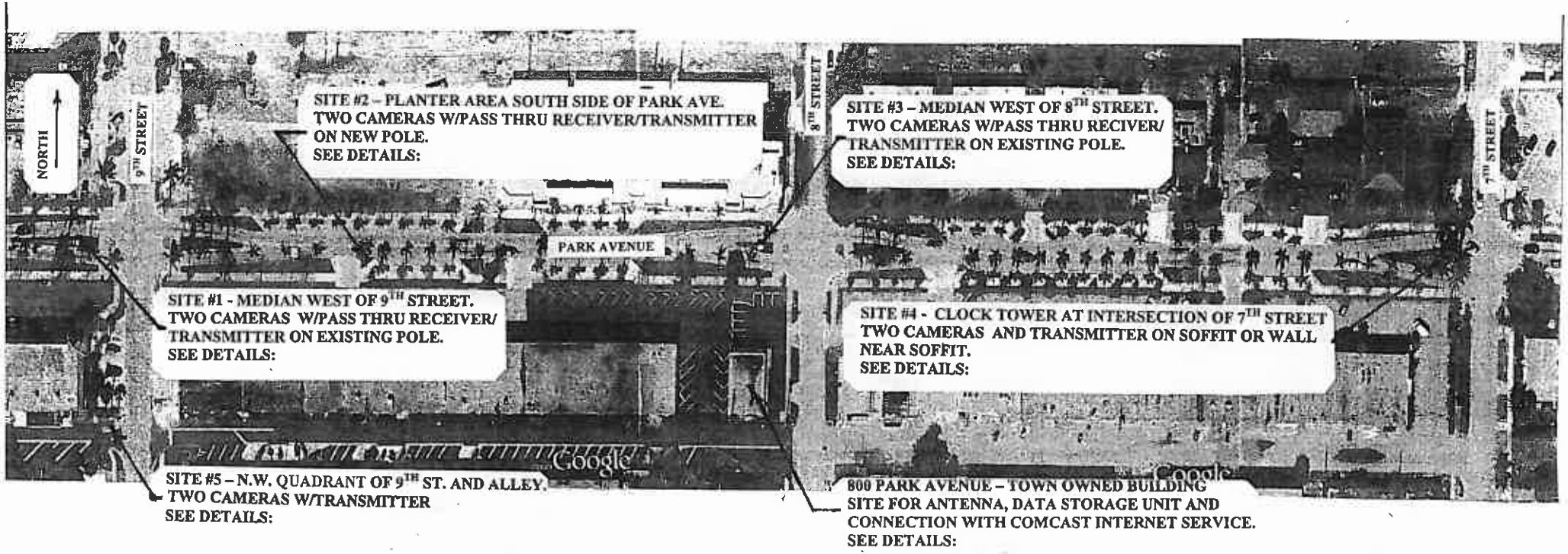
RECOVERY ACT - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM

COMMUNITY REDEVELOPMENT BOARD

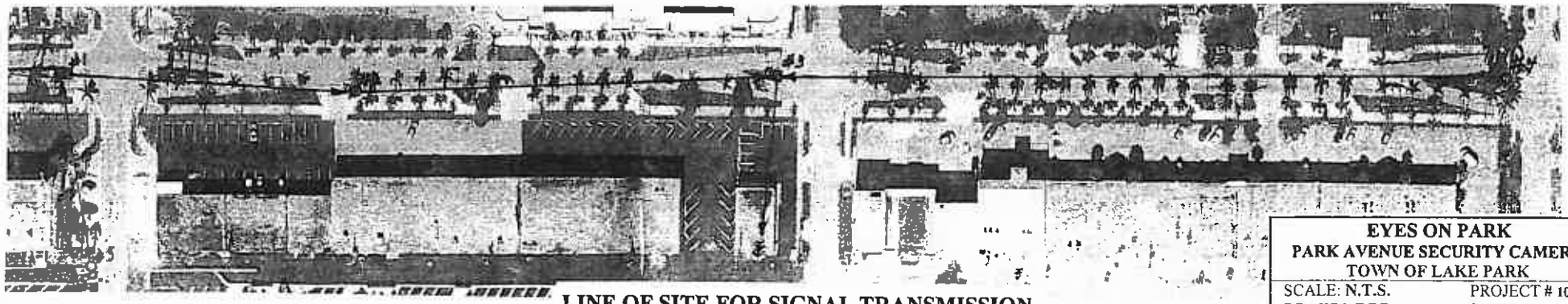
Desca Dubois	-	Chair
Kendall Rumsey	-	Vice Chair
Patricia Osterman	-	Board Member
Steven Hockman	-	Board Member
Jeanine Longtin	-	Board Member
Christiane Francois	-	Board Member
Gladys Bryant	-	Board Member

Maria Davis	-	Executive Director





SITE PLAN VIEW OF CAMERA LOCATIONS



LINE OF SITE FOR SIGNAL TRANSMISSION

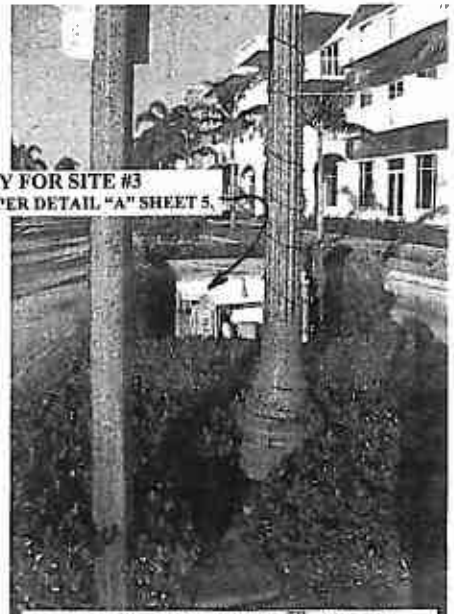
EYES ON PARK
PARK AVENUE SECURITY CAMERAS
TOWN OF LAKE PARK

SCALE: N.T.S.	PROJECT # 104-2011
DRAWN: RDP	SHEET #
DATE: 12/19/10	2 OF 5

SITE #1-MEDIAN AT 9TH STREET
TWO CAMERAS TO BE MOUNTED
ON EXISTING POLE (SEE DETAIL "C" SHEET 5)

POWER SUPPLY FOR SITE #1
WIRING ARRANGEMENT PER DETAIL "A" SHEET 4

POWER SUPPLY FOR SITE #3
WIRING ARRANGEMENT PER DETAIL "A" SHEET 5.

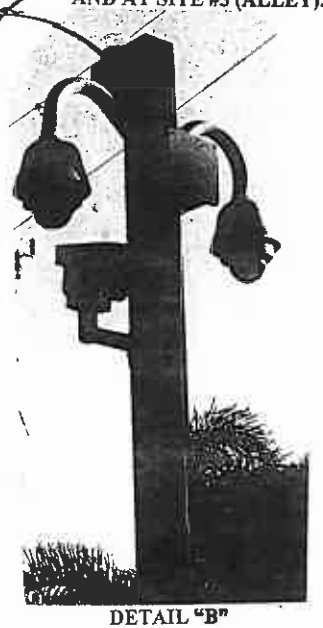


SITE #3-MEDIAN AT 8TH STREET
TWO CAMERAS TO BE MOUNTED
ON EXISTING POLE (SEE DETAIL "C" SHEET 5).

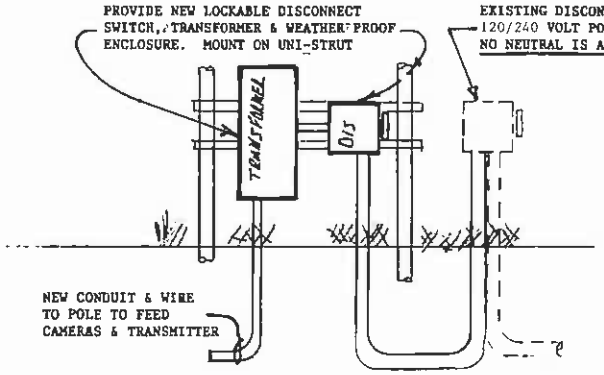
NEW POLE IN LANDSCPAE PLANTER
AND AT SITE #5 (ALLEY).

INSTALL UNDERGROUND ELECTRIC
FROM PEDESTAL TO NEW POLE.

SITE #2-EAST SIDE OF PARK AVE.
NEW METAL POLE WITH TWO
CAMERAS REQUIRED (DETAIL "B" SHEET 4).
WIRE UNDERGROUND TO EXISTING PEDESTAL



DETAIL "B"
NEW POLE REQUIRED FOR TWO
CAMERAS PER POLE.



DETAIL "A"
PROVIDE DISCONNECT/TRANSFORMER
FOR POWER AT SITES 1 & 3.

EYES ON PARK
PARK AVENUE SECURITY CAMERAS
TOWN OF LAKE PARK
SCALE: N.T.S. PROJECT # 104-2011
DRAWN: RDP SHEET # 4 OF 5
DATE 12/19/10

TECHNICAL SPECIFICATIONS

POLE Steel, Square, Powder Coated, Flange Mounted to Concrete Footing, Wind Load w/cameras140 MPH Must be American Made

ELECTRCAL EQUIPMENT Qualified for American Made

SURVEILANCE SYSTEM REQUIREMENTS
Buy American applies

CAMERA
FCC CFR 47 part 15 class B Telecommunications-Radio Frequency Devices
IEC 60068-2-6
IEC 60068-2-75 test Eh, 50j
ISO 9001- Quality System
Underwriters Laboratories approval 1950 & 60950
Water/Dust Protection IP66 & NEMA 4X
Ip camera and equipment rated suitable for industrial and military use
Cast aluminum housing, polycarbonate dome & hardened inner liner to withstand equalivent 120 pound force
Day/night infrared contrast w/ progressive scan.
20-bit image processing technology / 540 TVL of resolution
Varifocal Lens, IR-corrected, manual zoom, and automatic iris control
Viewing Angle. (2 8mm to 10mm, Wide 100.8 x 73.7 degrees)
(9mm to 22mm, 31 2 x 22 8 degrees)
Wide Dynamic Range, 2x-dynamic engine and Smart BLC
Tri-streaming IP video Simultaneous Dual H.264 streams and one M-JPEG stream
ONVIF compliant
High-impact, vandal-resistant enclosure
Manufacture Minimum 10 years' experience
Wind survivability 120 mph
Product warranty covering 3 years for replacement and repair of defective equipment
Three year warranty on materials and workmanship

TRANSCEIVER
Tri-band wireless Ethernet for multi-service backhaul application (4 9-5 8 GHz/300Mbps)
Integrated radio-antenna in outdoor rated enclosure
Point to point, point to multipoint and mesh architecture
FIPS 197 Compliant and SNMP version 3 support
TX power up to 27 dBm, RX sensitivity@5GHz-75dB
Antena-2x2 MIMO w gain 14 6-16 1 dBi, dual linear
Wind survivability.120 mph
Product warranty covering 2 years for replacement and repair of defective equipment
Two year warranty on workmanship 104-2011 104-2011 104-2011 104-2011

NETWORK RECORDER
16 channel, internal DVD-RW, 8TB, 2 GB Ethernet ports

NETWORK SWITCH
12 port, copper, 100Mbpt

MONITOR 19" Estimated Cost $200 00

SCOPE OF WORK

PARK AVENUE SECURITY CAMERAS
"Eyes on Park Avenue" Security Camera System
DESIGN/BUILD COMPLETE OPERATING SYSTEM

- Compliance with Davis Bacon requirements (sign, posters, paperwork)
- Pre-contract equipment test (wireless link & shootout demonstration)
- Insurance, Permits, Registration of Contractor and Subcontractors with Town Building Dept
- Mobilization, Vehicle & Pedestrian Safety
- Flagmen for Times of Lane Blockage
- Design, Shop Drawings for Poles, Cameras, Transceivers, Network Recorder, Network Switch, camera mounting
- Wind Load Calculations for new poles (140 mph)
- Electrical installations to serve cameras
- Provide and install complete system
- Test Complete System
- Shrubbery and ground restoration
- Product and Workmanship Warranty
- Service contract if selected as Alternate

NOTE This project is funded under the RECOVERY ACT – Buy American Contractors understand that this project is subject to the provisions of section 1605 of the Recovery Act (" buy American") Iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements

DOME CAMERA MOUNTING OPPORTUNITIES
SITE #1 & SITE #3

EYES ON PARK	
PARK AVENUE SECURITY CAMERAS	
TOWN OF LAKE PARK	
SCALE: N.T.S.	PROJECT # 104-2011
DRAWN: RDP	SHEET #
DATE: 12/19/10	5 OF 5

TAB 11

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 13, 2011 **Agenda Item No.** Tab 11

[ ] PUBLIC HEARING
[X] ORDINANCE ON FIRST READING
[ ] ORDINANCE ON SECOND READING
[ ] PRESENTATION/PROCLAMATION
[ ] Other:

[ ] RESOLUTION
[ ] DISCUSSION/POSSIBLE ACTION
[ ] BID/RFP AWARD
[ ] CONSENT AGENDA

SUBJECT: **K-MART PROPERTY REZONING**

RECOMMENDED MOTION/ACTION:

APPROVAL OF REZONING FROM C-1 TO PUD, WITH APPLICABLE WAIVERS.

Approved by Town Manager _____ **Date:** 7/8/11

Name/Title: **Nadia Di Tommaso**, *Community Development Director* Date of Actual Submittal: **07/05/2011** ND

Originating Department: Community Development	Costs: $ 0 Funding Source: Acct. #	**Attachments:** **Staff Report and Exhibits** **Ordinance** **Justification Statement from Applicant** **Plans**
Department Review: [X] Attorney TJB [X] Community Development *ND* [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources _____ [ ] Information Technology _____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works _____ [ ] Recreation _____ [ ] Town Clerk _____ [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *ND* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

Please refer to the enclosed STAFF REPORT.

Town Code Section 78-77 allows for the creation of a PUD (Planned Unit Development) District. The Applicant, SC Lake Park Associates LLLP, is requesting to rezone the subject site, the K-Mart property, from a C-1 (Commercial-1) to PUD. The PUD District allows the Applicant to apply for waivers to the land development regulations contained within the underlying C-1 Zoning District and to the Northlake Boulevard Overlay Zone (NBOZ). The assignment of PUD zoning to the site together with the approval of the numerous proposed waivers requested will transform the site from an existing legal nonconforming use to a conforming use.

The property was built more than 40 years ago, which has resulted in the nonconforming status of the site. A property is unable to subdivide while nonconformities exist onsite. In order for this subdivision to take place, all existing nonconformities onsite must receive waivers through the PUD process. The PUD process was partly established for the purpose of allowing for this flexibility while ensuring a Unity of Control is in place to allow for consistent management and development of the site.

The Town will continue to have complete control over the site. For example, if the site is zoned PUD with waivers, and K-Mart decides to add a 15,000 square foot addition to the building in the future, the existing waiver to parking and landscaping, which would currently be in place, would only apply as a "minimum".

Staff Recommendation: Approval subject to the conditions of approval found in the staff report.

Town of Lake Park
Community Development Department

Meeting Date: **July 13, 2011**

From: **Nadia Di Tommaso, Community Development Director**

To: **Town Commission**

Re: **K-Mart Retail Plaza Rezoning**

REQUEST:

Gentile Holloway O'Mahoney & Associates, Inc., as the agent for the applicant, SC Lake Park Associates LLLP ("Applicant"), has requested the rezoning of the Kmart property which consists of approximately 15.991 acres of developed land ("Property"). The Property is located on the southwest corner of Northlake Boulevard and Old Dixie Highway. The Applicant requests that Property be rezoned from C-1 Commercial Zoning to a Planned Unit Development (PUD) Zoning District. The Property has a Future Land Use designation of "Commercial." Either the C-1 Commercial District or the PUD Zoning District would be consistent with the Future Land Use Designation of Commercial. It should also be noted that the Property is within the Northlake Boulevard Overlay Zone (NBOZ).

The PUD District allows for an overall site to be defined using a Unity of Control and allows the Applicant to apply for waivers of the land development regulations contained within the C-1 Zoning District. The Unity of Control document ensures that if the property is subdivided, one single entity remains responsible for the coordinated development or redevelopment of the Property. Unlike a regular zoning district, the PUD Zoning District establishes the setbacks, height restrictions and other land development regulations which will govern the development or redevelopment of the site. However, the C-1 District regulations will continue to apply until waivers are requested and approved for development of a parcel within the newly created PUD. At this time, no development is being proposed, rather, the Applicant is only seeking a rezoning from C-1 to the PUD Zoning District and the establishment of a Unity of Control for the entire site. Apparently, the Applicant intends to subdivide the Property creating parcels which would not otherwise have been able to meet the regulations of the C-1 Zoning District. In addition, the anchor tenants onsite-Staples, K-Mart and Chick-Fil-A, who currently lease from SC Lake Park Associates LLLP, would then have the opportunity to own their respective sites rather than leasing them, which these tenants see as beneficial. The property would be subdivided into Parcel A, B and C while retaining similar uses as outlined in **Exhibit "C".** The Applicant believes that creating separate parcels which will then be taxed separately will facilitate the Property's redevelopment and later result in an increase of the assessed value of the Property.

The creation of a PUD with waivers would transform the Property from its current status as a legal **nonconforming** use to a conforming use. If the property were to continue in its legal nonconforming use status, this could prohibit its redevelopment because the Town Code does not permit the expansion of a legal nonconforming use. Although there are no immediate plans for redevelopment, the assignment of PUD zoning to the property is more likely to facilitate future redevelopment. The PUD zoning district allows the developer or re-developer greater flexibility in the organization of uses, parking and open space on the property. However, the **Town Commission retains ultimate control over any proposed redevelopment of the property**.

In order to reflect the existing conditions on the Property, the Applicant is requesting waivers as part of the PUD. The waivers from the Code's land development regulation of the C-1 zoning district are identified in the table below.

PROPOSED WAIVERS TO REFLECT EXISTING SITE CONDITIONS

	Waiver#	Code Section (NBOZ or LP)	Description:	Required:	Existing:
1. Open Space	1	Section 6-2 (NBOZ)	Min. Open Space Required	15%	11%
2. Parking	2A	Section 78-142-1(LP)	Required No. of Parking Spaces	918 spaces	798 spaces
	2B	Section 6-2 (NBOZ)	Parking Setback	Front & Side Street: 10' Rear: 15'	3.3' & 8.82' 9'
	2C	Sec. 4-10 A.1 (NBOZ) Sec. 78-253(c)(1)(LP)	Parking area min. shade tree spacing	No Parking space more than 40' from shade tree	39 spaces affected
	2D	XXX	Landscape Islands	Required every 9 spaces	28 rows w/ more than 9 spaces in a row
3. Landscape	3A	Sec. 4-10 F1 (NBOZ) Sec. 78-253(h)(4) (LP)	Hedges/Screening	All parking, loading or storage areas shall have cont. 3' hedge	None provided loading
	3B	Sec. 4-11 (NBOZ) Sec. 78-253(h)(1) (LP)	Landscape Buffer Widths	R/W Buffer = 15' Min. (NBOZ) Perimeter Buffer = 8' Min. (LP)	5'-35' 8'-10'
	3C	Sec. 4-11 (NBOZ) Sec. 78-253(h)(2) (LP)	Planting – Buffer Trees	116 trees (NBOZ) 122 trees (LP)	85 Buffer Tree

PLANNING & ZONING BOARD RECOMMENDATION:

PLANNING & ZONING APRIL 4TH, 2011 MEETING:

At the April 4th Planning & Zoning Board meeting, the Board had two major concerns and requested a continuance:

(1) The lack of visual content in the plans to facilitate the visualization of the waivers being requested.

(2) The Applicant should provide additional landscaping (or other) to the property as a benefit to the Town, in order to minimize the waivers being requested.

Staff received the "Waiver Location Plan". This plan better visualized the waivers being requested.

In reviewing the *Waiver Location Plan*, staff remained of the opinion that the rezoning to PUD would provide the Applicant with greater flexibility if the property redeveloped in whole, or in part in the future. The waivers being requested are to both the Town Code and the Northlake Boulevard Overlay Zoning District (NBOZ), including: (a) to the number of parking spaces required for the shopping center; (b) the provision of a minimum number of shade trees and their spacing within parking areas; (c) the number of required shade trees and the provision of landscape islands within the shopping center's parking lot; (d) buffer trees along the shopping center's perimeter and the width of that buffer; (e) a landscaped buffer for the shopping center's trash collection site. All the waivers apply to the existing conditions only and will act as "minimums" for future development. No development is currently being proposed.

The numerous waivers being requested are a consequence of the K-Mart Plaza having been developed over a span of almost 40 years, during which time the Town's land development regulations have been modified. The effect on the K-Mart Plaza has been to render the development within the K-mart Plaza nonconforming with respect to many of these land development regulations. During the years that the K-mart Plaza added new uses, the owner of the shopping center was apparently never required to meet the Town's existing land development regulations for landscaping and parking, nor was the owner required to make any improvements to mitigate or reduce the degree of the deficiencies in landscaping, parking, or buffers existing on the site. These improvements typically become part of a new plan for development.

As noted above, the Town Code prohibits the expansion of the site because it is a legal nonconforming use (as referenced above) with the Code and NBOZ. Thus, without some change to the existing land development regulations, the owner cannot expand the site because of the existing deficiencies in parking and landscaping. The rezoning of the K-mart Plaza to a PUD, with waivers, would eliminate any nonconformities onsite, thereby allowing the property to expand,

and/or redevelop in the future. The rezoning to PUD may *encourage* future reinvestment and redevelopment of the site.

Staff agreed with the Board that additional landscaping should be provided to the site in exchange for the granting of the numerous waivers requested.

The PUD Code is specific and it states under Section 78-77 4(a):

"A pre-existing commercial development may convert its site to a PUD in order to provide the subdivision of individual lots within the boundaries of the newly created PUD. Such a request shall not be required to conform to the regulations of this subsection 4, as part of such a request as long as no development is proposed. Any development or future development within the PUD site shall conform to the regulations in this subsection 4, and all other applicable provisions of the PUD regulations as set forth here."

Subsection 4 refers to the development standards, such as site configuration, density, architectural standards and so on, which are required for any new development within the PUD.

PLANNING & ZONING MAY 2nd, 2011 MEETING:

The Planning & Zoning Board recommended **approval** with the inclusion of a condition requiring the Applicant to add landscaping in the form of additional plantings to the hedge lines along the south and west property lines. The Applicant agreed to adding more plants and since the meeting has already filled in those areas with landscape that is consistent with the existing material.

STAFF RECOMMENDATION:

APPROVAL of the rezoning from the C-1 District to the PUD District. The staff also recommends approval of the waivers requested in **Exhibit "B"**.

CONSISTENCY WITH SURROUNDING LAND USES

The surrounding properties all have Future Land Use designations of "Commercial" or "Commercial/Light Industrial". The property to the west is a Target store and is zoned PUD . The property to the east is developed with a gas station and convenience store and is zoned "C-1". The properties to the south are light industrial in nature and zoned "C-4". The properties to the north are located in Palm Beach County and have been developed with commercial uses .

This request for a PUD is consistent with the Town's Comprehensive Plan, specifically, Future Land Use Policy 1.4 which requires all parcels of land to be kept consistent with the "Commercial" land use by which this parcel is defined. The subject site does not intend to deviate from this designation and currently

houses only commercial uses which are consistent with the Comprehensive Plan as well as with the surrounding area.

CONSISTENCY WITH FUTURE LAND USE POLICY

The application is also consistent with Future Land Use Policy 1.5 because it promotes development and redevelopment activities which can substantially increase the Town's tax base: In approving this PUD, the site will enable the Applicant who now owns the Property to subdivide. The subdivision of the Property is perceived by the Applicant as a means to facilitate the redevelopment of the Property thereby increasing its assessed value. Presumably this will increase the Town's tax base.

CONSISTENCY WITH PALM BEACH COUNTY TRAFFIC CONCURRENCY ORDINANCE

The Property has previously been determined to meet the County's Traffic Concurrency Ordinance. However, any future development will be presented to the Town and if certain thresholds are exceeded as part of a development or redevelopment application, the application will be required to demonstrate that it meets the County's Traffic Concurrency Ordinance, as applicable at the time of submittal.

STAFF RECOMMENDATION

Town staff recommends that the Town Commission grant **APPROVAL** of the rezoning from the C-1 District to the PUD District with the following conditions of approval:

1) The PUD is bound by the Unity of Control Document as outlined in **Exhibit "A".**
2) All proposed waivers in **Exhibit "B"** shall be approved.
3) All underlying regulations in the C-1 that are not otherwise modified and approved as part of the PUD, shall apply to the PUD.
4) Approval of the requested waivers is applicable to the existing conditions only. Any and all significant future development will require the Applicant to follow development regulations in the Town Code as well as those directed by the respective Boards, specifically for the reinvestment of parking and landscaping to the site.
5) Any redevelopment of the Property shall meet Palm Beach County's Traffic Concurrency Ordinance, as applicable at the time when it is proposed.
6) Any revisions to the approved Site Plan, shall be submitted to the Community Development Department and shall be subject to its review and approval.
7) The K-Mart Plaza Rezoning shall be in compliance with the plans on file with the Town's Community Development Department or authorized revisions as noted below:

a. Site Development Plan as sheet SP-1, dated 05-12-2011 prepared by Gentile Holloway O'Mahoney & Associates, Inc. who is the Planner of record for the Project.
b. Survey Plans as sheet S-1, S-2, and S-3, dated 05-06-2011 prepared by ATLA/ACSM Land Title Survey, as surveyor of record for the Project.
c. Waiver Location Plan as sheet WP-1, dated 05-12-2011 prepared by Gentile Holloway O'Mahoney & Associates, Inc. who is the Planner of record for the Project.

8) **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Project and billed to the Owner or Applicant shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an Owner or an Applicant to reimburse the Town within the 10 day time period may result in the automatic revocation of any and all land development approvals by the Town and any other appropriate measures that the Town deems necessary and appropriate to secure payment.

Exhibit "A"

Unity of Control

DECLARATION OF RESTRICTIONS, MAINTENANCE AND UNIFIED CONTROL FOR THE PLAZA AT LAKE PARK

Prepared By/Record and Return To:

Andrew K. Fritsch, Esq.
Broad and Cassel
1 North Clematis St., Ste. 500
West Palm Beach, FL 33401

DECLARATION OF RESTRICTIONS, MAINTENANCE AND UNIFIED CONTROL FOR THE PLAZA AT LAKE

THIS DECLARATION OF RESTRICTIONS, MAINTENANCE AND UNIFIED CONTROL FOR THE PLAZA AT LAKE PARK (this "Declaration") is made this _____ day of _____, 2010 by SC LAKE PARK ASSOCIATES, LLLP., a Florida limited liability limited partnership, the fee simple owner of the real property described in Article II, which hereby declares that such property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, easements set forth below and is subject to all of the provisions hereof.

ARTICLE I

DEFINITIONS

The following terms as used herein shall have the meanings as set forth below:

A. "Building" - the separate, free standing improvements constructed on the Properties.

B. "Common Areas" - shall mean and refer to all portions of the Properties depicted on the Site Plan attached hereto as Exhibit "A" as parking areas, driveways, drive aisles, landscaping areas, street lights, and other improvements outside the boundaries of the Buildings, which are intended for the common use and enjoyment of the owners as set forth herein. The Common Areas shall not include any portions of the Buildings. The description of portions of the Properties as Common Areas shall not affect the fee simple ownership of the property upon which such Common Areas are located. The rights and obligations with respect to those Common Areas are in the nature of easements only.

C. "Owner of Lot A" – SC LAKE PARK ASSOCIATES, LLLP, a Florida limited liability limited partnership, its successors and assigns, if such successor or assignee acquires Lot A, as described in Exhibit "B" attached hereto and is designated as such by Owner of Lot A or if such successor or assignee acquires Lot A by foreclosure or deed in lieu of foreclosure and opts to succeed to the Owner of Lot A's rights. The Owner of Lot A may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Owner of Lot A as to those rights which may have been assigned to them.

D. "Institutional Lender" - any person or entity (i) holding a mortgage encumbering a Lot, which (ii) in the ordinary course of business makes purchases, guarantees or insures mortgage loans, which (iii) is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the Loted States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of the Owner of Lot A, whether or not such holder would otherwise be considered an Institutional Lender.

E. "Lot" – a platted lot according to the Plat.

F. "Owners" - the record owner(s), whether one or more persons or entities, of the fee simple title to a Lot.

G. "Plat" – the subdivision plat for the Plaza at Lake Park, P.U.D., as recorded in the Public Records for Palm Beach County, Florida.

H. "Project" – the Plaza at Lake Park.

I. "Property" and/or "Properties" - all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "B" attached hereto and made a part hereof.

ARTICLE III

EASEMENTS

Section 1. Owners' Easements. Each Owner of a Lot and each tenant, agent and invitee of such Owner shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, parking areas, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Owners, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the several Owners and each Owner shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts. Further, each Owner shall have a perpetual easement for parking in the designated parking areas as reflected on the Plat, subject to such reasonable restrictions imposed by the Owner of Lot A, provided further that the parking shall be controlled by the Owner of Lot A to the extent necessary for the parking areas as a whole and with respect to any particular occupant of any part of the Properties to meet the parking requirements of the Town of Lake Park. In no event shall any Owner be entitled to alter its use of its Lot or the occupancy of any Building on its Lot without first complying with the applicable parking requirements and any development order and/or P.U.D. approval issued by the Town of Lake Park, and without first obtaining the written consent of the Owner of Lot A to such change where such change would result in an increase in demand for parking spaces.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Properties, when necessary for the service of the Properties or additional lands for which Owner of Lot A holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Assignment of Owner of Lot A's Rights. The Owner of Lot A shall have the right to assign to any other person or entity any or all of the Owner of Lot A's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Properties. In the event of an assignment, the assignee shall not be liable for any action of a prior Owner of Lot A. Acquisition, development or construction lenders acquiring title to the Properties or any portion thereof by foreclosure or deed in lieu of foreclosure shall have the right, but not the obligation, to assume the Owner of Lot A's rights. Such acquisition, development or construction lender shall have the right to assign the Owner of Lot A's rights to a subsequent purchaser, regardless of whether or not the Owner of Lot A's rights were assumed by that lender.

ARTICLE IV

Section 1. Creation of the Common Area and Responsibility Therefor.

A. The Owner of Lot A, its successors and assigns, shall keep and maintain the Common Areas in a good condition consistent with Class A retail shopping center in Palm Beach County and in compliance with all applicable governmental regulations from time to time in effect. Except in the event of an emergency, the Owner of Lot A shall give the Owner of Lot B and the Owner of Lot C not less than ten (10) days prior written notice before performing any material repairs or replacements costing in excess of $10,000. The Owner of Lot A agrees to use reasonable efforts to minimize the disruption to ingress and egress while performing such maintenance and repairs.

B. The Owner of Lot A shall advance the costs of maintaining and repairing the Common Area and the Owners shall be responsible for paying such costs of maintaining and repairing the Common Area in the following percentages:

Owner of Lot A	41.42%
Owner of Lot B	56.21%
Owner of Lot C	2.37%

Reimbursement to the Owner of Lot A for such costs shall be made by the Owner of Lot B and Owner of Lot C for their pro rata share of such costs within thirty (30) days of submittal of an invoice respecting such work and their pro rata share.

C. Notwithstanding Section 1-B above, if any damage to the Common Area is caused as a result of the negligence and/or willful misconduct of the Owner of Lot A, Owner of Lot B or the Owner of Lot C, the responsible Owner shall pay one hundred (100%) percent of the cost of repair therefore.

D. Any amounts not paid within thirty (30) days of submittal of an invoice under Sections 1-B or 1-C above, and any other amounts due under any provision of this Declaration, shall bear interest at the rate of twelve percent (12%) per annum (or the highest rate permitted by law, whichever is lower).

Section 2. Covenant for Maintenance Assessment.

A. The Owner of each Lot within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Owner of Lot A; (i) all charges in accordance with Section 1 above, (ii) Insurance premium charges in accordance with Section 3 to be established and collected as hereinafter provided, and (iii) fines and charges as may be established and implemented from time to time by the Owner of Lot A in accordance with this Declaration. The charges pursuant to this Section 2 and any Insurance Premium charges imposed pursuant to Section 3 below are herein jointly referred to as "Assessments." The Assessments, fines and other charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall constitute a lien upon the Lot, which lien shall attach upon the recording in the public records of Palm Beach County, Florida, of a claim of lien, specifying the amount of the lien then due, together with reasonable attorneys' fees, costs and interest thereon, which claim of lien shall be signed by the Owner of Lot A or an appropriate officer thereof. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the Assessment or other charge fell due. The delinquent Assessment shall remain a lien against the Lot until paid, except as provided in Section 2 D below.

B. The Assessments levied by the Owner of Lot A shall be used for the specific purposes set forth in this Declaration.

C. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Owner of Lot A may bring an action at law against Owner or foreclose the lien against the Lot and the Owner of such Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

D. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage encumbering the Property pr any portion thereof. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer; provided, however, the personal obligation to pay the Assessment shall not be extinguished. No sale or transfer shall relieve such Lot or Owner thereof from liability from any Assessments thereafter becoming due or from the lien thereof.

Section 3. Insurance.

A. The Owner of Lot A, the Owner of Lot B, and the Owner of Lot C shall each maintain throughout the term hereof commercial general liability insurance naming the other Owners as additional insureds and certificate holders, with limits of not less than Two Million ($2,000,000.00) Dollars per occurrence. Such insurance policy: (a) shall be with a company licensed to do business in the State of Florida and such insurance company shall have a minimum rating of "A-" Class X or better by Best's Insurance Key Rating Guide published by A.M. Best Company and a Standard and Poor's rating group (claims paying ability) rating of AA or better; (b) shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days' prior written notice to the other Owners, except in the event of a monetary default, in which case the prior written notice may be no less than ten (10) days; and (c) shall provide by endorsement for a waiver of all rights of subrogation against the other Owners. Each Owner's policy shall be primary insurance with regard to occurrences that take place on each Owner's respective Lot. The Owner of Lot A, the Owner of Lot B, and the Owner of Lot C shall each deliver to the other Owners from time to time or upon request a certificate of insurance evidencing the existence and amount of such policy; and, upon request, a certificate naming the respective Owner's lender and/or property manager as additional insured(s) and certificate holder(s).

B. The Owner of Lot A, the Owner of Lot B, and the Owner of Lot C may elect to jointly purchase insurance in satisfaction of the provisions of Section 3-A above. In addition, in the event that the Owner of Lot B or the Owner of Lot C or both shall fail to obtain the insurance required pursuant to Section 3-A, the Owner of the Lot A shall have the right to obtain such insurance for all of the Owners. In either such event, the Owner of Lot A shall be responsible for forty one and 42/100 percent (41.42%), the Owner of Lot B shall be responsible for fifty-six and 21/100 percent (56.21%), and the Owner of Lot C shall be responsible for two and 37/100 percent (2.37%), of the cost and expense therefor.

Section 4. Building Maintenance. The maintenance of the Buildings and such improvements to and portions of the Lots serving only that particular Lot shall be the complete maintenance responsibility of the owner(s) thereof. Owners shall maintain the Building(s) in a neat and orderly manner and to reasonable standards as may be established by the Owner of Lot A from time to time.

Section 5. Rules and Regulations. The Owner of Lot A, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in this Declaration, and suspension of the right to vote on any matters calling for a vote hereunder. The Owner of Lot A shall, in addition, have the power to seek relief in any court for violations of this Declaration or the rules and regulations, or to abate nuisances.

Section 6. Exclusive and Prohibited Uses. The Owner of Lot A has established a list of exclusive uses for the Properties and/or portions thereof as specified on such list. Such list also includes a list of uses which are prohibited on the Property and no Owner may allow any portion of its Lot to be used for any such prohibited use. The list of exclusive and prohibited uses is attached hereto as Exhibit "C" (the "List of Uses"). The Owner of any Lot within the subdivision owns and holds its Lot subject to the List of Uses and may not use or allow to be used any part of its Lot, or the improvements thereon, for any listed prohibited use or for any use specified in the List of Uses as an

exclusive use assigned to another Lot or portion thereof. The List of Uses may be amended as set forth in Article VI, Section 3 below. Any such amendment or modification need not be recorded in the Public Records in order to be effective and binding on the Owner of the Lots.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Powers. For so long as the Owner of Lot A owns any portion of the Property, the Owner of Lot A shall have all powers as set forth in this Article V.

Section 2. Owner to Obtain Approval. No Owner shall make, install, place, or remove any building, fence, wall, landscaping and planting or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the Common Areas, or Building exterior, or improvements dealing with the Lot's structural integrity, or the Owner's Lot, unless the owner first obtains the written approval of the Owner of Lot A to do the same (which approval may not be unreasonably withheld) except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of the same. It is the intention of the Owners to maintain a common exterior appearance of Buildings and not to materially alter the same. Any changes which would reasonably be deemed to constitute a material change to the exterior of any Building, specifically including, but not limited to, (a) changes in the color of the exterior and (b) any such exterior changes, the cost of which exceeds Ten Thousand Dollars ($10,000), shall require the approval of the Owner of Lot A.

Section 3. Owner of Lot A' s Consent. Any request by an Owner for approval by the Owner of Lot A of any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the Owner of Lot A may deem reasonably necessary in connection with its determination as to whether or not it will approve the same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot. The Owner of Lot A shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after a full and complete request for such consent is made in writing to the Owner of Lot A, and in the event the Owner of Lot A fails to disapprove any request within such thirty (30) day period, the request shall be deemed approved and upon request the Owner of Lot A shall give written notice of such approval. In consenting to any plans or specifications, the Owner of Lot A may condition such consent upon changes being made to the same. If the Owner of Lot A consents to any plans and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the Owner of Lot A, and subject to any conditions of the Owner of Lot A's approval. Any and all improvements shall be subject to any and all applicable governmental approvals, including, but not limited to, approval by the Town of Lake Park, Florida.

Section 5. No Liability. The Owner of Lot A (or any Owner) shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the Owner of Lot A shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects,

or in fact meet any standards, guidelines and/or criteria of the Owner of Lot A, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Owner of Lot A shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 6. Remedy for Violations. In the event this Section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the Owner of Lot A, as the case may be, or is not made in strict conformance with any approval granted by the Owner of Lot A, the Owner of Lot A shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the Owner of Lot A, and the Owner of Lot A may pursue injunctive relief or any other legal or equitable remedy available to the Owner of Lot A in order to accomplish such purposes. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of Lot A or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 100% of the Lots and an instrument signed by the then Mortgagees of 100% of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Any such termination shall be subject, however, to the prior approval of the Town of Lake Park.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended only by the written consent of all of the Lot Owners. Every amendment must have the written joinder and consent of the Owner of Lot A for so long as the Owner of Lot A owns any portion of the Properties. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. No amendment may prejudice or impair the rights or priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment.

Section 4. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 5. Modifications. No modifications to the Common Area, including without limitation the erection of signs or other improvements not heretofore existing on the date hereof, shall be erected or constructed in the Common Area without the written approval of Owner of Lot A.

Section 6. Granting of Additional Rights. No Owner may grant easements, or additional rights in and to the Common Area without the express written permission of the other Owners.

Section 7. Eminent Domain. In the event the whole or any part of the Common Area shall be taken by eminent domain or similar authority of law, the award for the value of the land and improvements so taken shall belong to the parties hereto in the same proportion as provided for respective maintenance responsibility in Article IV, Section 1-B above.

Section 8. Successor in Interest and Other Parties. The obligations and covenants hereunder are not personal to the Owners, but run with the title to the Property and all portions thereof and are appurtenant to title within the Property and all portions thereof. Therefore, this Declaration shall be binding upon the successors in interest in title of the Owners, together with their respective successors and assigns, including, without limitation, all subsequent Owners whether or not so expressed in the instrument of conveyance or any other instrument.

Section 9. Waiver. Failure of an Owner to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Owner's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Declaration.

EXECUTED on the date first above written.

Signed, sealed and delivered
in the presence of:

_____
Name:_____

_____
Name:_____

SC LAKE PARK ASSOCIATES, LLLP,
Florida limited liability limited partnership

By:_____
Name: _____
Title: _____

Mailing Address: _____
_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____ _____, 2010 by _____, as _____ of SC LAKE PARK ASSOCIATES, LLP, a Florida limited liability limited partnership, on behalf of the foregoing limited liability partnership. He is personally known to me OR has produced _____ as identification.

[SEAL]

_____

Notary Public – State of _____

My commission expires:_____

Commission Number:_____

JOINDER AND CONSENT BY MORTGAGEE

The undersigned Mortgagee does hereby join in and consent to the foregoing Declaration of Restrictions, Cross Access and Parking Easements for the Plaza at Lake Park and agrees that the lien of the following described collateral documents and any other security or financing agreements held by said Mortgagee on said property, or any portion thereof, are hereby subject, subordinate and inferior to this Declaration, as may be amended or supplemented from time to time, said collateral documents being described as follows, all of which have been recorded in the Public Records of Palm Beach County, Florida: (a) that certain Mortgage, _____ recorded _____ in Official Records Book _____, Page _____; (b) that certain Assignment of Leases and Rents recorded in Official Records Book _____, Page _____; and (c) that certain UCC-1 Fianncing Statement recorded _____ in Official Records Book _____, Page _____.

The undersigned has caused this Joinder and Consent by Mortgagee to be executed by its duly authorized officer this ____ day of _____, 2010.

WITNESSES:

_____
Print Name: _____

_____
Print Name:_____

Name: _____
Title: _____
Mailing Address: _____
_____

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2010 before me, the undersigned officer, personally appeared _____, who is personally known to me, and who executed the foregoing instrument, as _____ of _____. The servicer and attorney-in-fact for _____, and acknowledged to and before me that he/she executed such instrument as such officer, and that said instrument is the free act and deed of _____ as said servicer and attorney in fact.

[SEAL]

_____
Notary Public – State of _____
My commission expires:_____
Commission Number:_____

EXHIBIT "B"
TO
DECLARATION OF RESTRICTIONS, CROSS ACCESS AND PARKING EASEMENTS FOR THE PLAZA AT LAKE PARK

PROPERTY SUBJECT TO DECLARATION

LEGAL DESCRIPTION:

All of the Plat of 6801 Lake Worth Road as recorded in Plat Book _____, Page _____, of the Public Records of Palm Beach County, Florida, formerly described as follows:

LOT A:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW 1/4); THENCE SOUTH 01°19'35" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID RIGHT-OF-WAY LINE BEING 60.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 506.72 FEET; THENCE SOUTH 01°29'28" WEST, A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 13.77 FEET; THENCE SOUTH 50°30'01" EAST, A DISTANCE OF 8.41 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 5.18 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 16.10 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 9.00 FEET, THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT OF WAY LINE OF LAKE PARK ROAD WEST, AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 22296, PAGE 1317, OF SAID PUBLIC RECORDS; THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF SAID PUBLIC RECORDS, A DISTANCE OF 146.20 FEET; THENCE SOUTH 74°59'30" EAST, ALONG THE SOUTH LINE OF LOT 121, AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10888, PAGE 1537 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 51.39 FEET TO A POINT OF 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20; THENCE SOUTH 88°29'40" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID LOT 121, A DISTANCE OF 159.76 FEET TO A POINT BEING AT THE INTERSECTION OF A LINE 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20 AND TO A LINE BEING 200.00 FEET WEST OF THE WESTERLY R/W LINE OF DIXIE HIGHWAY AS MEASURED ALONG THE LAST DESCRIBED COURSE; THENCE

SOUTH 14°56'40" EAST ALONG A LINE PARALLEL TO SAID WESTERLY R/W LINE OF DIXIE HIGHWAY, A DISTANCE OF 127.06 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE SAID WESTERLY R/W LINE OF SAID DIXIE HIGHWAY; THENCE SOUTH 14°56'40" EAST ALONG THE WESTERLY R/W LINE OF DIXIE HIGHWAY, A DISTANCE OF 501.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 20; THENCE NORTH 88°29'28" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 759.44 FEET; THENCE NORTH 01°29'05" EAST, A DISTANCE OF 304.04 FEET; THE LAST DESCRIBED COURSE BEING ALONG A SOUTHERLY EXTENSION OF THE WEST EXTERIOR WALL AND THE NORTHERLY EXTENSION OF THE EXISTING ONE STORY COMMERCIAL (BIG K-MART) BUILDING; THENCE NORTH 88°30'36" WEST, A DISTANCE OF 10.92 FEET; THENCE NORTH 01°29'28" EAST, A DISTANCE OF 302.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, CONTAINING 383,484 SQUARE FEET OR 8.804 ACRES MORE OR LESS.

TOGETHER WITH:

LOT B:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW 1/4); THENCE SOUTH 01°19'35" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID RIGHT-OF-WAY LINE BEING 60.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 172.30 FEET; THENCE SOUTH 76°01'30" EAST, A DISTANCE OF 41.68 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 109.76 FEET, THE LAST TWO (2) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUGHT RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 22296, PAGE 1317 OF SAID PUBLIC RECORDS, THENCE SOUTH 01°30'20" WEST, A DISTANCE OF 143.00 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 143.00 FEET; THENCE SOUTH 88°29'40" EAST, ALONG SAID SOUTH RIGHT-OF-WAY-LINE, A DISTANCE OF 23.96 FEET; THENCE SOUTH 01°29'28" WEST, A DISTANCE OF 302.15 FEET; THENCE SOUTH 88°30'36" EAST, A DISTANCE OF 10.92 FEET; THENCE SOUTH 01°29'05" WEST, A DISTANCE OF 304.04 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 20, THE LAST DESCRIBED COURSE BEING ALONG THE NORTHERLY EXTENSION OF THE WEST EXTERIOR WALL AND THE SOUTHERLY EXTENSION OF SAID WEST EXTERIOR WALL OF THE EXISTING

ONE STORY COMMERCIAL (BIG K-MART) BUILDING; THENCE NORTH 88°29'28" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 514.90 FEET TO A POINT ON THE WEST LINE OF NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 20; THENCE NORTH 01°19'35" EAST ALONG SAID WEST LINE, A DISTANCE OF 615.17 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA. CONTAINING 288,332 SQUARE FEET OR 6.619 ACRES MORE OR LESS.

TOGETHER WITH:

LOT C:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW 1/4); THENCE SOUTH 01°17'35" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°29'40" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2290, PAGE 1011, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID RIGHT-OF-WAY LINE BEING 60.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 172.30 FEET; THENCE SOUTH 76°01'30" EAST, A DISTANCE OF 41.68 FEET; THENCE SOUTH 88°29'40" EAST, A DISTANCE OF 109.76 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°29'40" EAST, A DISTANCE OF 159.00 FEET, THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF LAKE PARK ROAD WEST AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 22296, PAGE 1317 OF SAID PUBLIC RECORDS, THENCE SOUTH 01°30'21" WEST, A DISTANCE OF 143.00 FEET; THENCE NORTH 88°29'40" WEST, A DISTANCE OF 159.00 FEET; THENCE NORTH 01°30'20" EAST, A DISTANCE OF 143.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, CONTAINING 22,737 SQUARE FEET OR .522 ACRES MORE OR LESS.

4812-5189-4536 2
38126/0001

Exhibit "B"

WAIVERS

PROPOSED WAIVERS TO REFLECT EXISTING SITE CONDITIONS

	Waiver#	Code Section (NBOZ or LP)	Description:	Required:	Existing:
1. Open Space	1	Section 6-2 (NBOZ)	Min. Open Space Required	15%	11%
2. Parking	2A	Section 78-142-1(LP)	Required No. of Parking Spaces	918 spaces	798 spaces
	2B	Section 6-2 (NBOZ)	Parking Setback	Front & Side Street: 10' Rear: 15'	3.3' & 8.82' 9'
	2C	Sec. 4-10 A.1 (NBOZ) Sec. 78-253(c)(1)(LP)	Parking area min. shade tree spacing	No Parking space more than 40' from shade tree	39 spaces affected
	2D	XXX	Landscape Islands	Required every 9 spaces	28 rows w/ more than 9 spaces in a row
3. Landscape	3A	Sec. 4-10 F1 (NBOZ) Sec. 78-253(h)(4) (LP)	Hedges/Screening	All parking, loading or storage areas shall have cont. 3' hedge	None provided loading
	3B	Sec. 4-11 (NBOZ) Sec. 78-253(h)(1) (LP)	Landscape Buffer Widths	R/W Buffer = 15' Min. (NBOZ) Perimeter Buffer = 8' Min. (LP)	5'-35' 8'-10'
	3C	Sec. 4-11 (NBOZ) Sec. 78-253(h)(2) (LP)	Planting – Buffer Trees	116 trees (NBOZ) 122 trees (LP)	85 Buffer Tree

Exhibit "C"

LIST OF USES

CONCEPTUAL

THE FOLLOWING USES ARE EXCLUSIVE TO LOT A:

BATTERIES PLUS: primary business is the operation of a battery supply store; provided, however, a convenience store, photography store, cell phone store or auto supply store will be allowed.

DOLLAR TREE STORES, INC.: a single price point variety retail store, and/or the operations with the word "Dollar" in their corporate and/or trade names.

GAMESTOP: primary use is the sale of new or used video games and video game systems. Primary Use will be defined as utilizing more than seventy-five (75) square feet of space as surface display area for the retail advertising or sale of said video games and/or video game systems.

LESLIE'S POOL SUPPLY: no other space containing less than eighteen thousand (18,000) square feet in the Property shall be used for the sale of swimming pool and spa supplies or swimming pools and spas. Notwithstanding the foregoing, other tenants may utilize no more than 100 square feet of their premises for the sale of competing items.

RAINBOW FASHION: primary use is to sell women's junior and children's apparel, and no other property in the Property will be permitted to change its use such that more than one thousand (1,000) square feet of space are used to sell women's junior and children's apparel.

PET SUPPLIES PLUS: primary business is the retail sale, for off premises consumption, of pet supplies, pet food and other pet related products. "Primary Business" is defined as deriving more than 5% of gross sales.

STAPLES, INC.: primary use is the sale or leasing of equipment (including computers and telecommunications equipment, furniture or supplies for business or office (including home office) use, or the provision of business or office services (including copying, printing, telecommunications, packing, shipping and business equipment repair services). No other space in the premises shall be used for such primary use.

THE FOLLOWING USES ARE EXCLUSIVE TO **LOT B:**

KMART CORPORATION: No part of the Property will be used: (i) as a discount department store having in excess of 66,000 square feet of floor area; (ii) for the sale of beer, wine or other alcoholic beverages for off-premises consumption; (iii) as a pharmacy or drug store requiring the services of a licensed pharmacist; (iv) as a discount footwear or retail shoe store unit (e.g., Payless, Shoe Carnival); or (v) a movie theatre. The foregoing restrictions will not apply to the sale of beer, wine or other alcoholic beverages in a grocery store or supermarket.

THE FOLLOWING USES ARE EXCLUSIVE TO **LOT B:**

CHICK-FIL-A: primary use is a restaurant selling or serving chicken as a principal menu item. For purposes hereof, "a restaurant selling or serving chicken as a principal menu item" shall mean any restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken. Further, no portion of the Property shall be leased, used or occupied by or for any of the following: Boston Market, Kenny Rogers, Kentucky Fried Chicken, Popeye's, Church's, Bojangles, Mrs. Winners, Tanner's, Chicken Out, Willie May's Chicken, Biscuitville, Zaxby's, Ranch One, El Pollo Loco, Koo-Koo Roo, Pollo Campero, Raising Cane's or Chester's.

THE FOLLOWING USES ARE PROHIBITED ANYWHERE ON THE PROPERTY:

No part of the Property, will be used for (i) any use which is a public or private nuisance; (ii) any use which produces noise or sound that is objectionable due to intermittence, high frequency, shrillness or loudness; (iii) any use which produces obnoxious odors; (iv) any use which produces dust, dirt or fly ash in excessive quantities; (vi) any use which produces fire, explosion or other damaging or dangerous hazard (including the storage display or sale of explosives or fireworks); (vii) a warehouse; (viii) any assembling, manufacturing, industrial distilling, refining, smelting, agriculture or mining operation; (ix) any office use except ancillary to a retail use conducted from such site (excepting a doctor's office, dentist's office, insurance company office or real estate brokerage office); (x) a dry cleaning plant; (xi) living quarters, sleeping apartment or lodging rooms; (xii) any establishment selling or exhibiting pornographic materials; (xiii) a massage parlor or the sale, rental or display of "adult" materials, including, without limitation, magazines, books, movies, videos, and photographs; (xiv) a mortuary, funeral home or crematorium; (xv) any children's playground, play area or recreational Property, other than in connection with a "fast-food" restaurant or incidental to the use of the Demised Premises; (xvi) any lounge, tavern, nightclub, disco, discotheque, dance hall, strip show, restaurant or any business offering live entertainment of any kind, except for a restaurant such as Friday's, Bennigans, or Houlihans, or a sit down, family-style restaurant; (xvii) a pawn shop; (xviii) a flea market; (xix) a carnival, amusement park or circus; (xx) a casino, gaming hall, off-track betting facility or other gambling operation or facility; (xxi) a gymnasium, sport or health club or spa; (xxii) a gas station or car wash; (xxiii) a facility for the sale of new or used motor vehicles, trailers or mobile homes; (xxiv) a banquet hall, auditorium or other place of public assembly; (xxv) a training or educational facility (including, but not limited to, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers); (xxvi) a Laundromat; or (xxvii) a buffet-style restaurant.

No part of the Property will be used for any of the following: (i) tanning, health, exercise or racquet club or spa, gymnasium, bowling alley, skating rink or other sports or recreational facility; (ii) school, library, reading room, or house of worship; (iii) movie theatre, gallery, auditorium, meeting hall, hotel or motor inn, or any residential use; (iv) massage parlor, adult bookstore, a so-called "head" shop, off-track betting, gambling, gaming or check cashing facility; (v) car wash, automobile repair work or automotive service, automobile body shop, automobile, boat, trailer or truck leasing or sales, or Laundromat; (vi) tavern, bar amusement park, carnival, banquet facility, dance hall, disco, nightclub, or other entertainment facility, including video game, virtual reality or laser tag room or facility, pool hall, arcade, indoor children's recreational facility or other amusement Property; (vii) any manufacturing warehouse or office use (except incidental to a retail operation); (viii) funeral parlor, animal raising or storage (except incidental to a full-line retail pet supply operation, pawn shop, flea market or swap meet, junk yard; (ix) drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; (x) adult entertainment; or (xi) any use which constitutes a public or private nuisance

ORDINANCE NO. 04-2011

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE TOWN'S OFFICIAL ZONING MAP AND REZONING THE PROPERTY KNOWN AS THE K-MART PLAZA FROM C-1 TO PLANNED UNIT DEVELOPMENT ("PUD"); PROVIDING FOR WAIVERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town has adopted zoning regulations which have been codified in Chapter 78 of the Town Code; and

WHEREAS, Town Code Section 78-77 allows for the creation of Planned Unit Development (PUD) and the assignment of a PUD Zoning District to properties in the Town; and

WHEREAS, Gentile Holloway O'Mahoney & Associates, Inc., as the agent for the applicant, SC Lake Park Associates LLLP ("Applicant"), has submitted an application proposing to rezone approximately 15.991 acres of developed land ("Property") located on the southwest corner of Northlake Boulevard and Old Dixie Highway from a C-1 Commercial Zoning District to a PUD Zoning District.

WHEREAS, Town staff and the Town's Planning and Zoning Board have reviewed the proposed rezoning to PUD, together with the numerous waiver requests, and have provided their respective recommendations to the Town Commission; and

WHEREAS, the Town Commission has conducted a duly noticed quasi-judicial public hearing on the application at which time the Commission considered the evidence presented by Town staff, the Town's Planning and Zoning Board, and other interested

parties and members of the public, and has determined that the proposed PUD amendment be approved:

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

Section 1. The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves the amendment of the Town's Official Zoning Map for the Property to change the zoning from C-1 to PUD. The Town Commission also approves the waivers requested by the Applicant.

Section 3. This Ordinance shall take effect upon adoption.

GENTILE
HOLLOWAY
O'MAHONEY
& ASSOCIATES, INC
Landscape Architects
Planners and Environmental
Consultants • LC-0000177

George G. Gentile, FASLA
M. Troy Holloway, ASLA
Emily O'Mahoney, ASLA

K-Mart Retail Plaza Rezoning

Town of Lake Park, Florida

JUSTIFICATION STATEMENT

November 16, 2010
REVISED 5-11-11

REQUEST/LOCATION:

Gentile Holloway O'Mahoney & Associates, Inc. as agent for the applicant is requesting a rezoning for the K-Mart Shopping Center located at the southwest corner of Northlake Boulevard and Dixie Highway. Approval of the rezoning request will allow the applicant to utilize the design flexibility within the PUD section of the Town's code to address the site's existing conditions. Additionally this permits the property owner to create separate tracts within the PUD and encourage future reinvestment of the property. Currently, the applicant is not proposing any additional improvements to the property or increasing the existing square footage at this time.

The shopping center is located on a 15.991 acre parcel and has a Commercial Land Use Designation and a C-1 General Commercial Zoning Designation. The site is also within the boundaries of the Northlake Boulevard Overlay Zone, Central Sub-District.

PROJECT HISTORY

The project was originally constructed in 1974. The primary use since 1974 has been the K-Mart retail store. The remaining bays have seen a variety of end users since that time, but the overall appearance of the center had remained untouched until recently. Within the last 10 years, the property owners have sought approval from the Town for significant landscape and architectural improvements as well as the addition of the Chick-Fil-A fast food restaurant in 2008. Since 2008, the applicant has worked diligently to fill all the vacancies during an extremely difficult market period. During this time, the applicant was the catalyst to updating the PUD Ordinance in order to specifically address this property. The current owner is looking to continue promoting the economic opportunities of the shopping center and continue working with the Town to bring jobs and new business to the Town.

CONSISTENCY WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE:

The proposed rezoning to PUD is consistent with the Commercial Land Use Designation and will not have any adverse impact the existing surrounding area. Northlake Boulevard is a commercial corridor and the rezoning to PUD is not intended to alter the commercial

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Jupiter, Florida 33458
561-575-9557
561-575-5260 FAX
www.landscape-architects.com

designation or uses on the site. The site is surrounded by other commercial and industrial uses.

The proposed rezoning is consistent with the intent of the PUD… in instances where it is often difficult or impossible to meet the conventional zoning regulations…it provides a method where the property is looked at as a unit rather than a lot by lot basis… provides an opportunity to more fully utilize the physical characteristics of the site through the reduction of waivers.

SURROUNDING ZONING AND LAND USE DESIGNATIONS

	EXISTING ZONING	EXISTING FLU
SUBJECT PROPERTY	**C-1**	**Commercial**
NORTH	CG (PBC)	CH/8 (PBC)
EAST	C-1	Commercial
SOUTH	C-4	Commercial/Light Industrial
WEST	PUD (PBG)	Commercial (PBG)

Along with creating a mechanism to allow the owner to subdivide within the shopping center, approval of the rezoning to PUD will allow the applicant to establish variations from code. As a PUD the center will still operate as a single approval. Section 78-77 4(a) states that a "*pre-existing commercial development may convert its site to a PUD in order to provide for the subdivision of individual lots within the boundaries of the newly created PUD. Such a request shall not be required to conform to the regulations of this subsection 4, as part of such a request as long as no development is proposed.*" Furthermore Section 78-77 1(i) also permits waiver of standard land development regulations. It is our intent to identify the waivers in order to reflect the existing conditions on the site as part of the rezoning. The NBOZ also permits waivers to the NBOZ regulations per Section 1-4 D(1) which states: "*waivers from the NBOZ regulations may be granted by the applicable reviewing jurisdiction in accordance with the applicable jurisdiction's procedures for granting waivers from its own code.*"

K-Mart Retail Plaza Rezoning

Town of Lake Park, Florida

Summary of Waivers

April 19, 2011

The attached exhibit highlights the areas of variation, waivers from the code that are currently approved on the site. This plan serves to demonstrate the design standards that were used to develop the site. The waivers are primarily related to the parking areas as the number of trees, their placement and the number of parking islands, which are not consistent with standard code requirements. The exhibit also demonstrates that in areas where the current approved plan fails to meet standard code, there are companion areas that exceed the same code requirement. For example the parking lot staggers the island placement and tree placement in a different design pattern. Thus, the exhibit shows areas with 12 spaces in a row that don't meet code but they are adjacent to others with 7 parking spaces in a row before an island which exceeds code. Thus demonstrating that the PUD, and its waiver provision permit more flexibility in design. Other variations include the fact that the site is now under newer code provisions created by the Northlake Boulevard Overlay Zone (NBOZ.)

The waivers represent the conditions, as approved. No new requests are being made at this time. The rezoning to PUD is being done to allow for the individual ownership of parcels with in the overall development plan while maintaining the integrity of the overall plan. Additionally, the rezoning to PUD allows the opportunity to create a clear record of the existing conditions with the site plan by documenting the design standards of the approved plan.

It should be further noted that consistent with the provisions of the PUD, specifically Section 78-77 4(a), the code states: "A pre-existing development may convert its site to a PUD in order to provide for the subdivision of individual lots within the boundaries of the newly created PUD. Such a request **shall not be required to conform to the regulations of this subsection 4 as part of such a request as long as no development is proposed.** Any development or future development within the PUD site shall conform to the regulations in this subsection 4 and all other applicable provisions of the PUD regulations as set forth here in." At this time the applicant is not proposing any development, and thus is consistent with this policy.

Again we would respectfully request your approval of the rezoning request to PUD, and the associated waivers, which are a representation of the existing conditions that enabled this site to develop.

PROPOSED WAIVERS TO REFLECT EXISTING SITE CONDITIONS

	Waiver#	Code Section (NBOZ or LP)	Description:	Required:	Existing:
1. Open Space	1	Section 6-2 (NBOZ)	Min. Open Space Required	15%	11%
2. Parking	2A	Section 78-142-1(LP)	Required No. of Parking Spaces	918 spaces	798 spaces
	2B	Section 6-2 (NBOZ)	Parking Setback	Front & Side Street: 10' Rear: 15'	3.3' & 8.82' 9'
	2C	Sec. 4-10 A.1 (NBOZ) Sec. 78-253(c)(1)(LP)	Parking area min. shade tree spacing	No Parking space more than 40' from shade tree	39 spaces affected
	2D	Sec 4-10 B (NBOZ)	Landscape Islands	Required every 9 spaces	28 rows w/ more than 9 spaces in a row
3. Landscape	3A	Sec. 4-10 F1 (NBOZ) Sec. 78-253(h)(4) (LP)	Hedges/Screening	All parking, loading or storage areas shall have cont. 3' hedge	None provided loading
	3B	Sec. 4-11 (NBOZ) Sec. 78-253(h)(1) (LP)	Landscape Buffer Widths	R/W Buffer = 15' Min. (NBOZ) Perimeter Buffer = 8' Min. (LP)	5'-35' 8'-10'
	3C	Sec. 4-11 (NBOZ) Sec. 78-253(h)(2) (LP)	Planting – Buffer Trees	116 trees (NBOZ). 122 trees (LP)	85 Buffer Tree

It should be noted that both the Town of Lake Park and NBOZ adopted architectural guidelines subsequent to this shopping center's more recent architectural improvements. While the center meets the intent of the general architectural provisions, it does not fully comply with all the current policies. Thus a general waiver to the architectural guidelines may be warranted.

Of further note, the Landscape Sections of both the NBOZ and the Town's Code, permit the continuation of existing non-conforming so long as there is no increase to the existing square footage, number of structures or increase in building height. Again, the intent of the rezoning request is not to increase the existing commercial intensity.

APPLICATION REQUIRED INFORMATION:

1) **What is the nature of the request?**
   As stated above the applicant is requesting to rezone the property to PUD. This will allow the applicant to document existing site conditions with the current code

via waivers and provide a mechanism that will encourage continued investment into the site by permitting internal subdivision.

2) **The Requested Change Would Be Consistent with the Land Use Plan and would not have an adverse affect on the Comprehensive Plan?**
The rezoning to PUD will have zero impact on the surrounding area and is consistent with the Town's Comprehensive Plan. By providing additional means for continued investment, the request may result in a positive impact on surrounding community.

3) **The Requested Change is Consistent with the Land Use Pattern.**
The surrounding land use pattern is a mix of commercial and industrial uses. Since 1974 the site has operated as a commercial shopping center with K-Mart as its anchor tenant and the proposed rezoning is not intended to change the use of the property.

4) **That the requested change will not result in an increase or overtaxing of public facilities.**
There is no proposed new construction in terms of number of buildings or increased square footage on the site, thus no additional impact as the current concurrency approvals will remain in place. This is simply a rezoning to PUD.

5) **That the requested change will not adversely impact Public Safety.**
The request will not change the use or intensity that currently exists on the site. Public Safety will not be adversely impacted.

6) **That the requested change will not adversely impact living conditions in the neighborhood or surrounding areas**
The site is located within of the Town's primary commercial corridors and is not adjacent to any residential uses. The proposed request will not have any impact on living conditions within the surrounding area.

7) **That there are substantial reasons why the property cannot be used in accord with existing zoning.**
The use on the property will continue under the proposed PUD zoning. The PUD will allow opportunity to invite continued investment and provides flexibility from existing code provisions.

8) **Whether the requested change will constitute a grant of special privilege to an individual land owner as contrasted with the public welfare.**
The request to rezone to PUD in order to subdivide and address existing site conditions does not grant a special privilege, as rezoning to PUD has been granted to other land owners within the Town. A property to the west of the subject site (Target) is a PUD as is Earl Stewart Toyota. It was useful to apply the PUD to

both sites in order to provide the design flexibility necessary to accommodate the proposed development/redevelopment that was not afforded by the standard code. Again the standard code does not provide the flexibility needed to address the existing site conditions and limits the applicant's ability to continue to market the center over time..

CONCLUSION:

As stated throughout this Justification Statement, the approval of the rezoning to PUD will create greater flexibility to address current site conditions and to allow the property owner to continue marketing and investing in the center to keep it full and active for now and in the future. While we have addressed code variation, the applicant is not looking to increase square footage or intensity and is thus not required to bring the site into conformance at this time. The PUD will enable the Town and the applicant or a future applicant the ability to negotiate and work on addressing site and code related issues in the future. In the mean time the waivers will legitimize the existing conditions, many of which have been on the site since its approval in 1974. Therefore, on behalf of client, Gentile, Holloway, O'Mahoney & Associates, Inc. respectfully request approval of the proposed PUD and waivers as presented at this time.

TAB 12

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 13, 2011 **Agenda Item No.** Tab 12

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

SUBJECT: **Signature Resolution**

RECOMMENDED MOTION/ACTION: **Approve Resolution**

Approved by Town Manager _____ **Date:** 7/8/11

Anne M. Costello
Anne M. Costello/Finance Director

6/20/11
Date of Actual Submittal

Originating Department: **Finance**	**Costs: Approx. $ 700.00 for new electronic signature chip and manual signature stamp** Funding Source: Acct. # 150-51000	**Attachments:** **Resolution**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ [ ] Town Clerk _____ [ ] Town Manager _____
Advertised: Date: ___N/A_____ Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case **n/a** **Please initial one.**

Summary Explanation/Background: Due to the of passing of Mayor Desca DuBois on April 30, 2011 and the resignation of Commissioner Patricia Osterman effective June 27, 2011, a special

election was held on June 28, 2011. It is necessary to pass this resolution to remove any obsolete signatories and place new signatories on the Town's bank accounts in order to conduct normal business operations.

RESOLUTION NO.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING MAYOR _____, VICE MAYOR _____ COMMISSIONER _____ AND FINANCE DIRECTOR ANNE M. COSTELLO AS AUTHORIZED SIGNATORIES ON PNC BANK ACCOUNTS PAYABLE ACCOUNT # 1201423864, PAYROLL ACCOUNT #1201624885, REVENUE ACCOUNT #1201634645 AND NOW ACCOUNT #1203185468 REMOVING ANY UNAUTHORIZED SIGNATORY ON SAID ACCOUNTS, ANY PERSON PREVIOUSLY APPOINTED AS SUCH AND NOT NAMED HEREIN; DIRECTING THAT ALL AUTHORIZED SIGNATORIES ON SAID ACCOUNTS COMPLETE AND EXECUTE SIGNATURE CARDS, FACSIMILE SIGNATURE CARD, AND RESOLUTIONS AND/OR OTHER BANK DOCUMENTS NECESSARY TO EFFECT THE IMPLEMENTATION OF THIS RESOLUTION; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPY OF THIS RESOLUTION TO THE BANKING INSTITUTION NAMED HEREIN; PROVIDING AN EFFECTIVE DATE.

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

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

Mayor_____ Finance Director Anne M. Costello
Vice Mayor _____ Commissioner _____

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

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

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

TAB 13

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 13, 2011** **Agenda Item No.** Tab 13

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

SUBJECT: **Designation of Voting Delegate and Alternate(s) to the Palm Beach County League of Cities, Inc.**

RECOMMENDED MOTION/ACTION: **Designate a Voting Delegate Member and Alternates to the Palm Beach County League of Cities.**

Approved by Town Manager M. Davis **Date:** 7/8/11

[signature] July 8, 2011

Name/Title Date of Actual Submittal

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: **N/A** Acct. # **N/A**	**Attachments:** **Voting Delegate & Alternates Form**
Department Review: [ ] Attorney_____ [ ] Community Development___ [ ] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ **[X] Town Clerk** VMC [ ] Town Manager _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case VMC **Please initial one.**

Summary Explanation/Background: **The Town Clerk's Office is in receipt of the Request for Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities. It is requested that the Town Commission designate its voting delegates and respective alternates to the Palm Beach County League of Cities.**

Palm Beach County
LEAGUE of CITIES, Inc.

Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2006, the governing body of (City, Town, or Village name):

_____

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. Such delegates and/or alternates are **NOT** authorized to vote at any meeting of the Board of Directors.

_____

_____

Voting Delegate _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Action taken this _____ day of_____, 2011

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature* (SEAL)

www.leagueofcities.org | jtitcomb@pbcgov.org
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P.O. Box 1989, Gov. Center, West Palm Beach, FL 33402
Office: Governmental Center, 301 North Olive Ave., West Palm Beach, FL 33401