



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Special Call Commission Meeting
Wednesday, July 14, 2010, Immediately
following the CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	Mayor
Patricia Osterman	—	Vice-Mayor
Steven Hockman	—	Commissioner
Jeanine Longtin	—	Commissioner
Kendall Rumsey	—	Commissioner
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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. PROCLAMATIONS: Recognition of Town Employees for Years of Service
 - Ray Wilson for 20 Years of Service
 - Verdree Patterson for 28 Years of Service
- G. PRESENTATION
Red Light Camera Presentation by American Traffic Solutions

H. PUBLIC and OTHER COMMENT

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

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

For Approval:

1. Traffic Calming and Safety Measures Workshop Minutes of June 15, 2010 Tab 1
2. Regular Commission Meeting Minutes of June 16, 2010 Tab 2
3. Resolution No. 25-07-10 Environmental Protection Agency Grant Application Tab 3
4. Resolution No. 26-07-10 Palm Beach County Local Mitigation Strategy Tab 4
5. Sidewalk Repair Contract Award Tab 5

J. ORDINANCE ON 1ST READING

6. ORDINANCE NO. 07-2010 Temporary Signage Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e)(10) OF CHAPTER 70, ARTICLE IV, PERTAINING TO TEMPORARY SIGNS; PROVIDING FOR THE WAIVER OF PERMIT FEES FOR TEMPORARY SIGNS ANNOUNCING THE OPENING OF A NEW BUSINESS OR A CHANGE IN THE OWNERSHIP OF AN ESTABLISHED BUSINESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE NO. 08-2010 Red Light Cameras Tab 7

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA TO AUTHORIZE THE INSTALLATION OF TRAFFIC INFRACTION DETECTORS INSTALLATIONS; PROVIDING THAT THE TOWN COMMISSION MAY IDENTIFY THE SPECIFIC LOCATIONS OF THE INSTALLATION OF TRAFFIC INFRACTION DETECTORS BY SEPARATE RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES, OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

K. BOARD MEMBERSHIP APPOINTMENTS:

8. CRA Board Appointments Tab 8

L. DISCUSSION AND POSSIBLE ACTION

9. Irrigation Repair on Flagler Boulevard Median Tab 9

10. McCraney Property Company Discussion Regarding US Army Reserve Site. Tab 10

M. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

N. ADJOURNMENT:

Proclamation

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

Meeting Date: July 14, 2010

Agenda Item No.

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

SUBJECT: Proclamation in Honor of Alton Ray Wilson

RECOMMENDED MOTION/ACTION: Approval of Proclamation

Approved by Town Manager W. Lewis Date: 7/7/10

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background:

**PROCLAMATION
IN HONOR OF ALTON RAY WILSON**

WHEREAS; for the past 20 years, Alton Ray Wilson has served as an employee of the Town of Lake Park; and

WHEREAS; Alton Ray Wilson commenced his employment as a Public Works Employee I and because of his diligence and devotion to duty, he progressed to Maintenance Worker I, Maintenance Worker II, and Maintenance Craftsman, culminating in his promotion to the position of Facilities Maintenance Worker III, the position which he now holds within the Public Works Department; and

WHEREAS; because of his strong sense of leadership, Alton Ray Wilson has often taken the lead role on various Town projects by coordinating the bidding and contracting work; and

WHEREAS; as a testament to his professionalism and attention to detail, Alton Ray Wilson is considered a master at his craft due to the superior quality of his work; and

WHEREAS; because of his wisdom and job knowledge, Alton Ray Wilson has often served as a mentor to those who have had the privilege of working with him; and

WHEREAS; the Town of Lake Park wishes to publicly recognize Alton Ray Wilson for his accomplishments and length of service as an esteemed member of the Public Works Department.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Desca DuBois, Mayor of the Town of Lake Park, do hereby publicly recognize and commend Alton Ray Wilson for his dedication to duty and the service which he has rendered to this community.

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 14th day of July, 2010.

By: _____
Mayor Desca DuBois

ATTEST:

Vivian Mendez Lemley, Town Clerk

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

Meeting Date: July 14, 2010

Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Proclamation in Honor of Verdree Patterson

RECOMMENDED MOTION/ACTION: Approval of Proclamation

Approved by Town Manager W. Davis Date: 7/10

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background:

**PROCLAMATION
IN HONOR OF VERDREE PATTERSON**

WHEREAS; for the past 28 years, Verdree Patterson has served as an employee of the Town of Lake Park; and

WHEREAS; Verdree Patterson commenced his employment as a Custodian, and as a result of his diligence and devotion to duty, he progressed to Public Works Employee I, Maintenance Worker II and Crew Leader, culminating in his promotion to the position of Foreman, the position which he now holds within the Public Works Department; and

WHEREAS; throughout his employment, Verdree Patterson has demonstrated a strong sense of reliability, a high degree of dependability and a genuine interest in the overall performance of the Public Works Department; and

WHEREAS; Verdree Patterson has established himself as a positive role model and a firm but fair supervisor who is adept at motivating his staff toward the accomplishment of the Town's mission; and

WHEREAS; because of his wisdom and knowledge, Verdree Patterson has often served as a mentor to those who have had the privilege of working with him; and

WHEREAS; the Town of Lake Park wishes to publicly recognize Verdree Patterson for his accomplishments and length of service as an esteemed member of the Public Works Department.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Desca DuBois, Mayor of the Town of Lake Park, do hereby publicly recognize and commend Verdree Patterson for his dedication to duty and the service which he has rendered to this community.

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 14th day of July, 2010.

By: _____
Mayor Desca DuBois

ATTEST:

Vivian Mendez Lemley, Town Clerk

Presentation

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

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Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Red Light Camera Presentation by American Traffic Solutions

RECOMMENDED MOTION/ACTION: Provide Direction to Staff

Approved by Town Manager W. J. Davis Date: 7/8/10

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background: Emily Griffin of American Traffic Solutions (ATS) came before the Town Commission on June 16, 2010 to discuss the Red Light Camera Program. The Commission requested that she return and provide it with additional information through a Powerpoint presentation.

Additionally, ATS was requested to provide a sample contract for the Commission's review.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings provided below:

1. "**Approach**" means one (1) direction of travel or one (1) or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Camera System**" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a Violation on up to four (4) contiguous lanes which records such data with one (1) or more images of the rear of the vehicle involved in the Violation, the vehicle's license tag, and the traffic signal being violated, together with streaming video of the Violation. "**Camera System**" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis System is stationed.
3. "**Notice of Violation**" means a written notice of a Violation or equivalent instrument issued by or on behalf of Customer relating to a Violation documented or evidenced by the Axis System.
4. "**Owner**" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
5. "**Person**" or "**Persons**" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
6. "**Project Time Line**" means initial schedule and timelines required to begin the implementation of Customer's project.
7. "**Project Business Process Work Flow**" means initial schedules and timelines required to begin the implementation of City's project.
8. "**Recorded Image**" means an image digitally recorded by a "**Camera System**".
9. "**Traffic Control Signal**" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.
10. "**Traffic Infraction Enforcement Officer**" means an employee of Customer's police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
11. "**Uniform Traffic Citation**" means a uniform traffic citation as described in Section 316.650 of the Florida Statutes.
12. "**Violation**": Means a violation of Section 316.074(1) or Section 316.075(1)(c)1 of the Florida Statutes involving a motor vehicle.
13. "**VIMS (Violation Incident Monitoring System) Analysis**": A statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for an intersection safety camera system.

II. GENERAL TERMS AND CONDITIONS

1. **ATS AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 1.
2. **CUSTOMER AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 2.
3. **TERM AND TERMINATION:**
 - 3.1 The term of this Agreement shall be for five (5) years beginning on the date of first issued Notice of Violation from the last installed Camera System in the first authorized

phase of Camera Systems (the "Start Date") and may be automatically extended for successive five (5) year periods. However, **Customer** may terminate this **Agreement** at the expiration of any term by providing written notice of its intent not to extend the **Agreement** one hundred and twenty (120) days prior to the expiration of the current term.

3.2 **ATS' services may be terminated:**

- (i) By mutual written consent of the parties;
- (ii) For Cause, by either party where the other party fails in any material way to perform its obligations under this **Agreement**. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) For Legal Reasons, by either party in the event that state legislation or a decision by a court of competent jurisdiction against a party that prohibits the enforcement of **Violations** using image-capture technology. In any termination for legal reasons, **ATS** shall be entitled to recover from **Customer** all of **ATS's** costs associated with its performance under this **Agreement** from the date of its execution to the date of its termination to the extent that **ATS** has not already recovered the sum of those costs through **Customer's** payment of Fees to **ATS** pursuant to Section 5 and Exhibit A of this **Agreement**.

Upon termination of this **Agreement** for any reason, the parties recognize that **Customer** will have to process traffic law violations in the "pipeline", and that **ATS** accordingly must assist **Customer** in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: **Customer** shall cease using the **Axis System**, shall return or allow **ATS** to recover all provided equipment within a reasonable time not to exceed one hundred and twenty (120) days, and shall not generate further images to be processed. Unless and until directed by **Customer** not to do so, **ATS** shall continue to process all images taken by **Customer** before termination and provide all services associated with processing in accordance with this **Agreement**, and shall be entitled to all Fees specified in the **Agreement** as if the **Agreement** were still in effect.

4. **ASSIGNMENT:**

Neither party may assign all or any portion of this **Agreement** without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the **Customer** hereby acknowledges and agrees that the execution (as outlined in Exhibit "E"), delivery and performance of **ATS's** rights pursuant to this **Agreement** shall require a significant investment by **ATS**, and that, in order to finance such investment, **ATS** may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The **Customer** hereby agrees that **ATS** shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this **Agreement** to any Financial Institution in connection with any Financing Transaction between **ATS** and any such Financial Institution subject to the **Customer's** prior written approval, which approval shall not be unreasonably withheld or delayed

5. **FEES AND PAYMENT:**

- 5.1 **Customer** shall pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Schedule 1 ("Fees").
- 5.2 **Customer** shall pay all Fees due **ATS** based upon invoices from the proceeding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.
- 5.3 Unit prices will be fixed for the first two (2) years of the first term and thereafter on each anniversary date of the term unit prices will increase by Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.

6. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axis System, **ATS** may conduct an analysis of each Approach being considered for a Camera System. If **ATS** deems necessary, **ATS** will use the Axis VIMS Analysis or other tool(s) or means to complete the analysis over a four (4) to twenty-four (24) hour period. **Customer** will be provided a report on violations recorded at each monitored Approach, including the time of day and lanes on which the violations occurred. For any Approach recommended by **Customer**, **ATS** may install a Camera System. However, **ATS** may elect not to install a Camera System where traffic violation data does not support installation of the Axis System.

7. COMMUNICATION OF INFORMATION:

ATS agrees that all information obtained by **ATS** through operation of the Axis System shall be made available to **Customer** at any time during **ATS's** normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of **Customer's** obligation under this Agreement.

8. CONFIDENTIAL INFORMATION:

No information given by **ATS** to **Customer** will be of confidential nature, unless specifically designated in writing as proprietary and confidential by **ATS** or deemed confidential by operation of law. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable. **ATS** shall not use any information acquired by this program with respect to any violations or **Customer's** law enforcement activities for any purpose other than the program.

9. OWNERSHIP OF SYSTEM:

It is understood by **Customer** that the System being installed by **ATS** is, and shall remain, the sole property of **ATS**, unless separately procured from **ATS** through a lease or purchase transaction. The System is being provided to **Customer** only under the terms and for the term of this Agreement.

10. INDEMNIFICATION AND INSURANCE:

Any Camera System provided by **ATS** pursuant to this Agreement shall comply with the maintenance procedures and manufacturer recommendations for that equipment. **ATS** shall indemnify and save harmless **Customer** against claims arising from the **ATS's** negligent or willful violations of the maintenance procedures and manufacturer recommendations for operation of the Camera System.

ATS shall maintain the following minimum scope and limits of insurance:

- 10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall include **Customer**, its officers, directors, employees, and elected officials as additional insureds for liability arising from **ATS's** operation.
- 10.2 Workers' Compensation Insurance as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident; **ATS** shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of **Customer**.
- 10.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles use by **ATS** with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

Customer and its officers and employees, shall be named as additional insureds on the comprehensive general liability policies provided by **ATS** under this Agreement. **ATS** shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name **Customer** and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing **ATS** is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to **Customer** within thirty (30) calendar days after the date on which this **Agreement** is made. Such certificates shall show that **Customer** shall be notified of all cancellations of such insurance policies. **ATS** shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as **Customer** is a body politic and corporate, the laws from which **Customer** derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, **Customer** may enter into this **Agreement**, shall be controlling and shall be incorporated by reference into this **Agreement**. **Customer** shall be responsible for vehicle insurance coverage on any vehicles driven by **Customer** employees. Coverage will include liability and collision damage.

11. STATE LAW TO APPLY:

This **Agreement** shall be construed under and in accordance with the laws of the State of Arizona.

12. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the **Agreement** shall be attempted to be settled through good-faith efforts between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- 12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties upon a showing of substantial need by the party seeking discovery.
- 12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:
 - (i) damages inconsistent with the **Agreement**; or,
 - (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 12.3 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.
- 12.4 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this **Agreement**.

13. AMENDMENTS TO THE AGREEMENT:

Customer may from time to time consider it in its best interest to change, modify or extend the terms, conditions or covenants of this Agreement or require changes in the scope of services to be performed by ATS, or request ATS to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of ATS' compensation, must be agreed upon by and between Customer and ATS incorporated in written amendments (herein "Amendments") to this Agreement. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release ATS or Customer of any of its obligations under this Agreement unless stated therein. No oral amendments, changes, or modifications to this Agreement are permitted.

14. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

15. PRIOR AGREEMENT SUSPENDED:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

16. NO AGENCY:

ATS is an independent contractor providing services to Customer, and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents or servants of Customer. This Agreement is not intended to create an agency relationship between ATS and Customer, except as expressly provided in Exhibit B hereto.

17. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by ATS. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

18. TAXES:

In the event that any excise, sales or other taxes are due relating to this Agreement, Customer will be responsible for the payment of such taxes.

19. OFFER EXTENDED TO OTHER GOVERNMENTAL AGENCIES:

Customer encourages and agrees to ATS extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of ATS.

20. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, must or may be given or made by ATS or Customer shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

TO THE CUSTOMER:

Town of Lake Park, Florida
535 Park Avenue
Lake Park, Florida 33403
Attention: Maria Davis
City Manager

TO ATS:

American Traffic Solutions, Inc.
7681 East Gray Road
Scottsdale, Arizona 85260
Attention: Adam E. Tuton
Chief Operating Officer

**EXHIBIT A
SERVICE FEE SCHEDULE**

1.0	<p>Description of Pricing</p> <p>Fees are based on per camera are as follows:</p> <p>Option 1: Flat Fee per Camera per Month (Plus certified mail processing surcharge of \$4 per piece metered for mailing Uniform Traffic Citations, no return receipt)</p> <p>Option 2: Lane based pricing (Plus certified mail processing surcharge of \$4 per piece metered for mailing Uniform Traffic Citations no return receipt)</p> <ul style="list-style-type: none"> • For 1 or 2 lanes • For 3 or 4 lanes • For 5 or 6 lanes <p>Option 3: Base Fee Per Camera Per Month (Plus flat fee per service unit for individual work elements)</p> <ul style="list-style-type: none"> • For violation data transmission, first review, second quality review service, supervisory review, Traffic Infraction Enforcement Officer (TIEO) access and review portal • Data acquisition fee per registered owner match • Mail printing, processing, and handling service includes Notice of Violation (NOV) by first class mail and UTC by certified mail including bad address processing and remailing. • Inbound call/customer service • Affidavit processing service • Payment processing service • Data archival service <p>Service Fees Include: Fee includes all costs required and associated with camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach (except for Option 2) with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, mailing of Notice of Violation in color with return envelope, lockbox and epayment processing services, call center support for general program questions and public awareness program support.</p> <p>Note: Customer will notify ATS which Pricing Fee Option to utilize within 30 days of [Agreement/Amendment] being executed by both parties.</p>	<p>Fee</p> <p>\$4,750</p> <p>\$3,750</p> <p>\$4,750</p> <p>\$5,750</p> <p>\$2,750</p> <p>\$6.50</p> <p>\$3.50</p> <p>\$7.50</p> <p>\$4.50</p> <p>\$4.50</p> <p>\$1.50</p> <p>\$1.50</p>				
2.0	<p>Optional Collection Services: ATS will initiate collection efforts of delinquent notices upon written request by Customer. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to our Fees noted above.</p> <table border="0" style="margin-left: 40px;"> <tr> <td>Pre-Collection Letters</td> <td>10% of Recovered Revenue</td> </tr> <tr> <td>Delinquent Collections Services</td> <td>30% of Recovered Revenue</td> </tr> </table>	Pre-Collection Letters	10% of Recovered Revenue	Delinquent Collections Services	30% of Recovered Revenue	
Pre-Collection Letters	10% of Recovered Revenue					
Delinquent Collections Services	30% of Recovered Revenue					
3.0	<p>Optional Annual Training Conference: ATS provides a comprehensive user training conference for active photo traffic safety and enforcement clients. The conference's main focus is Training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The <i>Annual User Conference</i> will be held in Phoenix Metro area. Customer shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.</p>					

Pricing valid through July 18, 2010.

EXHIBIT B
SCOPE OF WORK

I. ATS SCOPE OF WORK

1.2 ATS IMPLEMENTATION

- 1.2.1 **ATS** agrees to provide the solution for **Camera Systems** to the **Customer** as described in this Agreement, except for those items identified in Section 2 titled "**Customer Scope Of Work**". **ATS** and **Customer** understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the **Customer**, unless otherwise specified, **Customer** shall not charge **ATS** for the cost. All other in-scope work, external to **Customer**, is the responsibility of **ATS**.
- 1.2.2 **ATS** agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.
- 1.2.3 **ATS** will assist **Customer** with video evaluation of candidate sites using the Axis VIMS system.
- 1.2.4 **ATS** will install **Camera Systems** at a number of intersections or grade crossing approaches to be agreed upon between **ATS** and **Customer** after completion of site analyses, unless identified in Exhibit C of this Agreement. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where **Camera Systems** are installed and maintained.
- 1.2.5 **ATS** will operate each **Camera System** on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 **ATS'** in-house Communications Department will assist **Customer** with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, **ATS** may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to **ATS** from collected revenue.
- 1.2.7 **ATS** agrees to provide a secure web site (www.violationinfo.com) accessible to **Owners** who have received **Notices of Violation** or **Uniform Traffic Citations** by means of a Notice # and PIN, which will allow violation image and video viewing.
- 1.2.8 **Customer** and **ATS** will complete the Project Business Rules Process Work Flow design within thirty (30) days of the **Effective Date**, unless mutually agreed to otherwise by both parties.
- 1.2.9 Unless otherwise notified, **ATS** will provide technician site visits to each **Camera System** once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.2.10 **ATS** shall repair a non-functional **Camera System** within seventy-two (72) business hours of determination of a malfunction, except for those causes of Force Majeure as outlined in Section 17.0 General Terms and Conditions of this Agreement.
- 1.2.11 **ATS** shall repair the Axis VPS System within one (1) business day from the time of reported outage. Outages of **Customer** internet connections or infrastructure are excluded from this service level.
- 1.2.12 For any **Customer** using **ATS** lockbox or epayment services, **ATS** will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for

Customer" at U.S. Bank. All funds collected on behalf of **Customer** will identify the account to receive funds wired from U.S. Bank. **Customer** shall sign a W-9 and blocked account agreement, to be completed by **Customer**, to ensure **Customer's** financial interest in said U.S. Bank account is preserved.

1.3 ATS OPERATIONS

- 1.3.1 **ATS shall provide Customer with an automated web-based citation processing system (Axis VPS) including image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Owner within the statutory period. Mailings to Owners responding to Notices of Violation identifying drivers in affidavits or non-liability or by rental car companies are also included according to each pricing option.**
- 1.3.2 **ATS shall act as Customer's agent for the limited purpose of making an initial determination of whether Recorded Images should be forwarded to the Traffic Infraction Enforcement Officer to determine whether a Violation has occurred and shall not forward for processing those Recorded Images that clearly fail to establish the occurrence of a Violation.**
- 1.3.3 **Text only reminder notices may be delivered by first class or other mail means for additional compensation to ATS as agreed by the parties in Exhibit A.**
- 1.3.4 **Upon expiration of the due date of the Notice of Violation, Axis VPS shall issue a Uniform Traffic Citation, which shall be delivered by certified mail to the Owner within the statutory period. The issuance of the Uniform Traffic Citation shall be based on the Traffic Infraction Enforcement Officer's approval, as provided in Section 2.4 of this Exhibit A, of the Notice of Violation.**
- 1.3.5 **ATS shall make available a form of affidavit, approved by Customer, to be used by an Owner who wishes to establish the existence of an exemption to a Notice of Violation or Uniform Traffic Citation as provided in Section 316.0083(1)(d)1 of the Florida Statutes.**
- 1.3.6 **Axis VPS shall apply an electronic signature to a Notice of Violation or Uniform Traffic Citation, when authorized to do so by an approving Traffic Infraction Enforcement Officer.**
- 1.3.7 **ATS shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as Customer's agent for these purposes.**
- 1.3.8 **ATS shall seek records from out-of-state vehicle registration databases and apply records found to issue Notices of Violation and Uniform Traffic Citations for Customer according to each pricing option.**
- 1.3.9 **If Customer is unable to or does not desire to integrate ATS data into its adjudication system, ATS shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence and other related information required to adjudicate the disputed Uniform Traffic Citation. The system will also enable the adjudication staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of ATS data to the adjudication system may, at ATS's option, be advanced to or on behalf of Customer, and recovered by ATS from Customer as an additional charge on its invoice submitted to Customer pursuant to Section 5 of this Agreement.**
- 1.3.10 **Customer shall be able to use the Axis VPS System to run and print standard system reports.**

- 1.3.11 If required by the Court or prosecutor, **ATS** shall provide **Customer** with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken.
- 1.3.12 In those instances where damage to a **Camera System** (or sensors where approved) is caused by negligence on the part of **Customer** or its authorized agent(s), **ATS** will provide **Customer** an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, **ATS** shall replace or repair any damaged equipment and invoice **Customer** for the pre-approved repair cost. **ATS** shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.13 **ATS** shall provide a help-line to assist **Customer** resolve any problems encountered regarding its Camera System and/or citation processing. The help-line shall function during normal business hours.
- 1.3.14 As part of its Camera System, **ATS** shall provide **Owners** with the ability to view **Recorded Images of Violations** involving their motor vehicles online. This online viewing system shall include a link to the **ATS** payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes. Online-obtained affidavits submitted in response to a **Notice of Violation** or **Uniform Traffic Citations** shall be directed to and processed by **ATS** and communicated to **Customer** via the Axis System.

II. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a project manager with authority to coordinate **Customer** responsibilities under this **Agreement**.
- 2.2.2 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a **Uniform Traffic Citation** manager responsible for oversight of all **Uniform Traffic Citation**-related program requirements.
- 2.2.3 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name(s), contact information, and electronic signature(s) of all **Traffic Infraction Enforcement Officers** authorized by **Customer's** police or sheriff's department to approve and issue **Notices of Violation** and **Uniform Traffic Citations**.
- 2.2.4 **Customer** shall establish a method by which an **Owner** who has received a **Notice of Violation** or a **Uniform Traffic Citation** may review the images and video evidencing the **Violation** at www.violationinfo.com free of charge. This may be at a publicly available terminal at a **Customer** facility or by appointment with the **Uniform Traffic Citation** manager.
- 2.2.5 **Customer** shall make every effort to adhere to the Project Implementation Timeline to be agreed upon between both parties.
- 2.2.6 **Customer** shall direct the Chief of Police or approved alternate to execute the **ATS** DMV Subscriber Services Agreement (Exhibit F) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that **ATS** is acting as an Agent of **Customer** for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.7 **Customer** and **ATS** shall complete the Project Business Process Work Flow design within thirty (30) calendar days of last contract execution date.

2.2.8 **Customer** is responsible for notifying **ATS** of any legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read or proposed legislation. **ATS** will not be responsible for any damages if not notified within time noted.

2.2.9 **Customer** is responsible for all final jurisdictional issues.

2.3 **STREETS AND TRAFFIC DEPARTMENT OPERATIONS**

2.3.1 If **Customer** chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.

2.3.2 **Customer** will design, fabricate, install and maintain red light camera warning signs required by law to be posted in connection with the use of a **Camera System**. If **Customer** cannot provide such signage, **ATS** will do so and charge the costs to **Customer**.

2.3.3 **Customer** shall provide access to traffic signal phase connections according to approved design.

2.3.4 **Customer** shall allow **ATS** to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within **Customer's** jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by **Customer**. **ATS** may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees.

2.3.5 **Customer** shall approve or reject **ATS's** submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.

2.3.6 **Customer** shall not charge **ATS** or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits.

2.3.7 **Customer** shall make every effort to issue all needed permits to **ATS** and its subcontractor(s) within three (3) business days of plan approval.

2.3.8 **Customer** shall allow **ATS** to install vehicle detection sensors in the pavement of roadways within **Customer's** jurisdiction, as permitted.

2.3.9 **Customer** shall allow **ATS** to build needed infrastructure into any existing **Customer** owned easement, as permitted.

2.3.10 If use of private property right of way is needed, **Customer** shall assist **ATS** in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by **Customer**.

2.4 **LAW ENFORCEMENT DEPARTMENT OPERATIONS**

2.4.1 **Customer's Traffic Infraction Enforcement Officer(s)** shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axisis to determine which violations will be issued as **Notices of Violation**.

2.4.2 Within seven (7) days of last contract execution, **Customer** shall provide **ATS** with a form of **Uniform Traffic Citation** that complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications may be necessary to enable use with **ATS's** systems.

- 2.4.3 If an owner who receives a **Notice of Violation** fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a **Uniform Traffic Citation** will automatically occur based on the prior **Traffic Infraction Enforcement Officer** approval of the **Notice of Violation**.
- 2.4.4 **Customer** shall provide **ATS** with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with **ATS's** processes.
- 2.4.5 For optimal utilization, **Customer** workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.6 For optimal data throughput, **Customer** workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 **Customer** shall provide signatures of all authorized Law Enforcement users who will review events and approve citations on forms provided by **ATS**.

2.5 ADJUDICATION OPERATIONS

- 2.5.1 If **Customer** does not provide payment processing services, **Customer** shall use **ATS** payment processing services. The fees for lockbox and epayment services are presented in Exhibit A.
- 2.5.2 **Customer** shall provide a magistrate, judge or hearing officer and adjudication facilities to schedule and hear disputed **Uniform Traffic Citations**.
- 2.5.3 **Customer** shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. **Customer** may refer citizens with questions regarding **ATS** or Axis technology and processes to websites and/or toll free telephone numbers provided by **ATS** for that purpose.
- 2.5.4 Any potential, one time, direct costs to **ATS** to develop an interface between a court system will be initially paid by **ATS** and any such cost will be reimbursed to **ATS** from collected revenues in addition to its normal fees in Exhibit A.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the **ATS** Axis VPS System is blocked by **Customer** network security infrastructure, **Customer's** Department of Information Technology shall coordinate with **ATS** to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
DESIGNATED INTERSECTIONS

Customer will designate first phase implementation of cameras at designated intersections. ATS shall make its best efforts to install a camera system within thirty (30) days of permits being granted and power delivered for each agreed upon approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Implementation and installation of any approach is subject to video analysis and engineering results. Additional approaches may be selected in addition to first phase implementation and may be selected based on collision history, input, community safety and recommendations from Customer and engineering feasibility assessment. ATS can provide Customer with video evaluation of candidate approach sites using the AXIS VIMS system to assist Customer in its recommendations. Camera installations will be based on mutual agreement by Customer and ATS.

EXHIBIT D
ACKNOWLEDGEMENT AND CONSENT

This Acknowledgement and Consent, dated as of _____, is entered into by and between the Town of Lake Park, Florida (the "Customer") and America Traffic Solutions, Inc., a Kansas Corporation ("ATS"), with reference to the Professional Services Agreement dated as of _____, 2010, by and between the Customer and ATS (the "Agreement").

1. ATS has entered in a Credit Agreement, dated as of September 22, 2005 (the "ATS Credit Agreement"), with Harris N.A. (the "Bank"), pursuant to which the Bank has provided certain financing to ATS. Such credit facilities will provide ATS the working capital that it needs to perform its obligations to the Customer under the Agreement.

2. Pursuant to ATS Credit Agreement, ATS has granted Harris a security interest in all of ATS's personal property as collateral for the payment and performance of ATS's obligations to the Bank under the ATS Credit Agreement.

3. ATS will not, by virtue of the ATS Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Bank has not assumed any liability or obligation of ATS under the Agreement.

4. The Customer hereby acknowledges notice of, and consents to, ATS's grant of such security interest in favor of the Bank in all of ATS's rights and interests under the Agreement pursuant to the ATS Credit Agreement.

5. All payments due and to become due to ATS pursuant to the Agreement shall continue to be paid directly to ATS, unless and until the Bank notifies the Customer in writing to do otherwise. If the Bank so notifies the Customer, the Customer will immediately cease making such payments and distributions to ATS and will as soon as possible, but in any event within 5 days after receiving such notice, remit all such payments directly to the Bank at 111 West Monroe Street, Chicago, Illinois 60603. ATS agrees that any such payment to the Bank shall be a good receipt and acquittance as against it – that is to say, the Customer should make the payment directly to the Bank and in so doing, the Customer discharges any liability to ATS for the payment, and the Customer shall have no obligation to ATS to investigate whether the Bank has any right to make such a direction.

6. The Customer further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the Customer and shall inure to the benefit of the successors and assigns of the Bank and to any replacement lender which refinances ATS's obligations to the Bank under the ATS Credit Agreement.

IN WITNESS WHEREOF, the Customer and ATS have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

TOWN OF LAKE PARK, FLORIDA

By: _____
Desca DuBois Date
Mayor

ATTEST:

By: _____
Vivian M. Lemley Date
Town Clerk

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Adam E. Tuton Date
Chief Operating Officer

EXHIBIT E
DMV SERVICES SUBSCRIBER AGREEMENT

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Driver's Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency's intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

- (1) For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- (4) For use in connection with any civil, criminal administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to:

- i) utilize ATS provided data only for the purpose(s) specified above; and
- ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certified that I am authorized to execute the Subscribe Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber's use of ATS' Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for ____ year(s) commencing on the date below and shall automatically renew annually. This agreement may be terminated within thirty (30) days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION					
Subscriber Agency/Name:					
NLETS Agency ORI:					
Name of Authorized Representative:					
Title of Authorized Representative:					
Mailing Address:					
City:		State:		Zip Code:	
Telephone: () -		Fax: () -		Email:	
Signature of Authorized Representative:					
Date Signed:					

ATS

American
Traffic Solutions™



Lake Park, Florida Intersection Safety Program

Making Life Safer and Easier on the Road Ahead™

July 14, 2010
Emily Griffin
Business Development Manager



Making Life Safer and Easier on the Road Ahead™



- **The Problem**
- **The Solution**
- **ATS Is Your Partner for Safety**
- **Next Step**
- **Discussion/Q&A**

Making Life Safer and Easier on the Road Ahead™



The logo for ATS American Traffic Solutions, featuring the letters 'ATS' in a bold, black, sans-serif font.

American
Traffic Solutions™

2009 Florida Crash Statistics

- **5,190 People Injured in Crashes Where Driver Disregarded Traffic Signal**

- **56 People Killed...**

- **Florida Highway Safety And Motor Vehicles Traffic Crash Statistics Report**

Do we cut, save, or spend public funds on:

- Roads?
- Fire Department?
- Police Department?
- Public Safety?....



- The Problem
- **The Solution**
- ATS Is Your Partner for Safety
- Next Step
- Discussion/Q&A

Making Life Safer and Easier on the Road Ahead™



*Change Driving Behavior
Save Lives and Lifetimes!*



- **Local Jurisdiction Enforces on City, County and State Roads**
 - Counties Enforce on Unincorporated County and State Roads
- **No Points and No Insurance Reporting**
- **Civil Infraction (Like Toll or Parking)**
- **No Pictures of Driver, Only Rear of Vehicle**
- **Police Verify and Authorize Violations**
- **Violator Has Access to Court, (Can Still “Face Accuser”)**
- **Self-Funding System (No New Taxation Required)**
- **Low Impact on Government – Majority of Service is “Outsourced”**
- **Allows More Effective Use of Existing Police Resources**
- **Effective Deterrent to Red-Light Running**
- **58 and Growing Florida Clients Currently Served**



American Traffic Solutions™

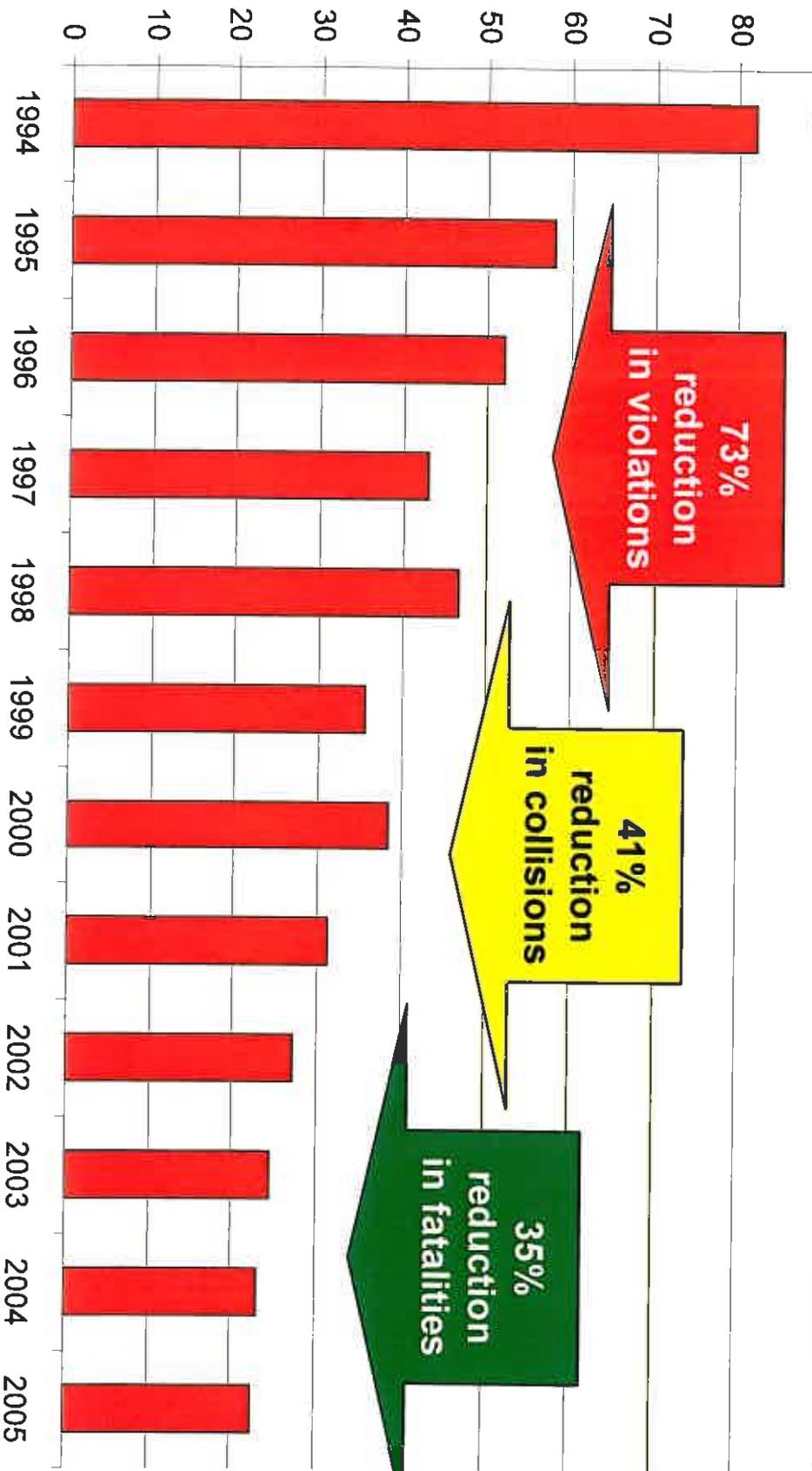
Improving Safety in America's Biggest Cities

New York City Red Light Camera Program Historical Violations Per Camera Per Day



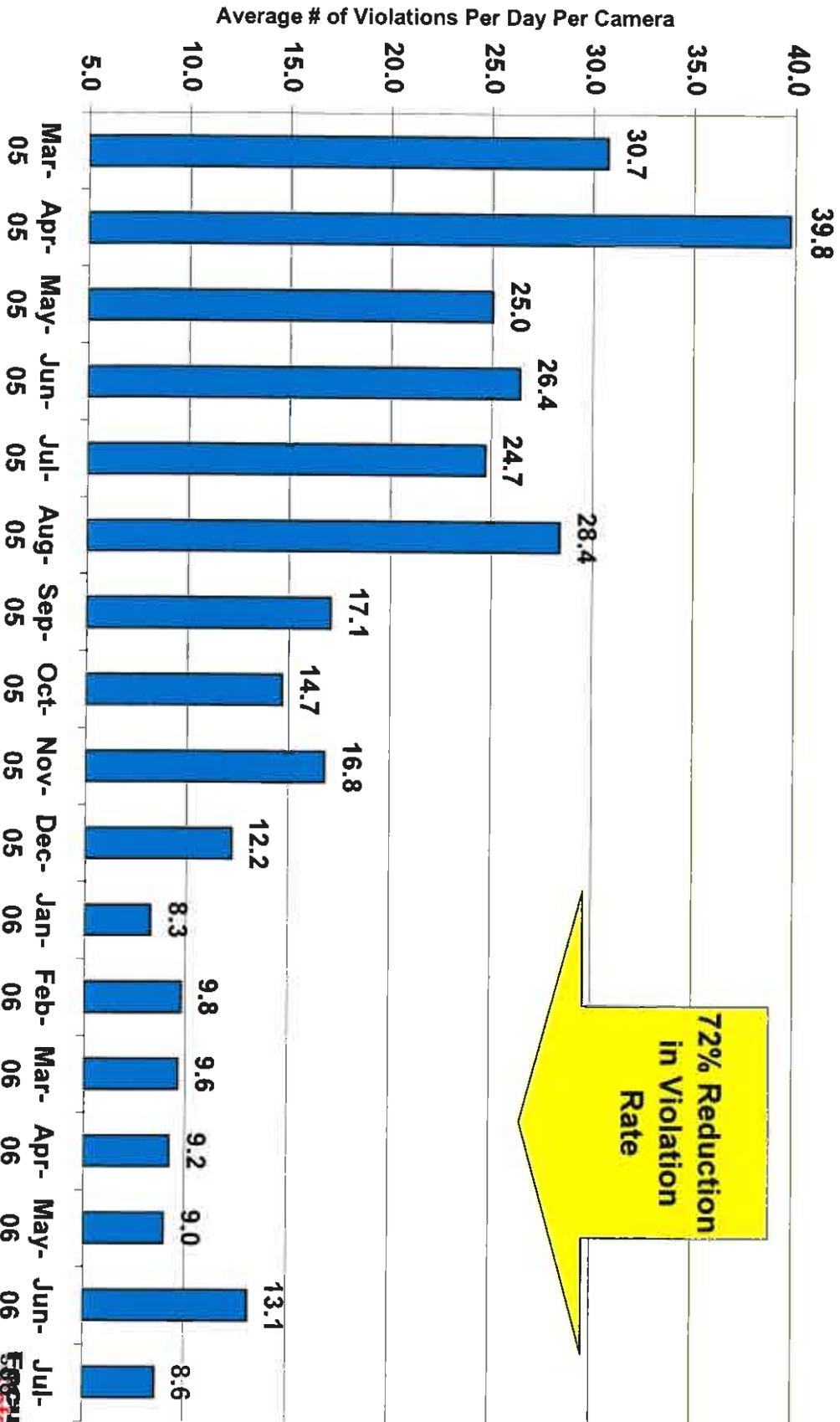
90

Violations/Camera/Day



American Traffic Solutions

**Philadelphia Red Light Camera Program
Average Violations Per Day Per Active Camera
All Sites from March 2005 through July 2006**

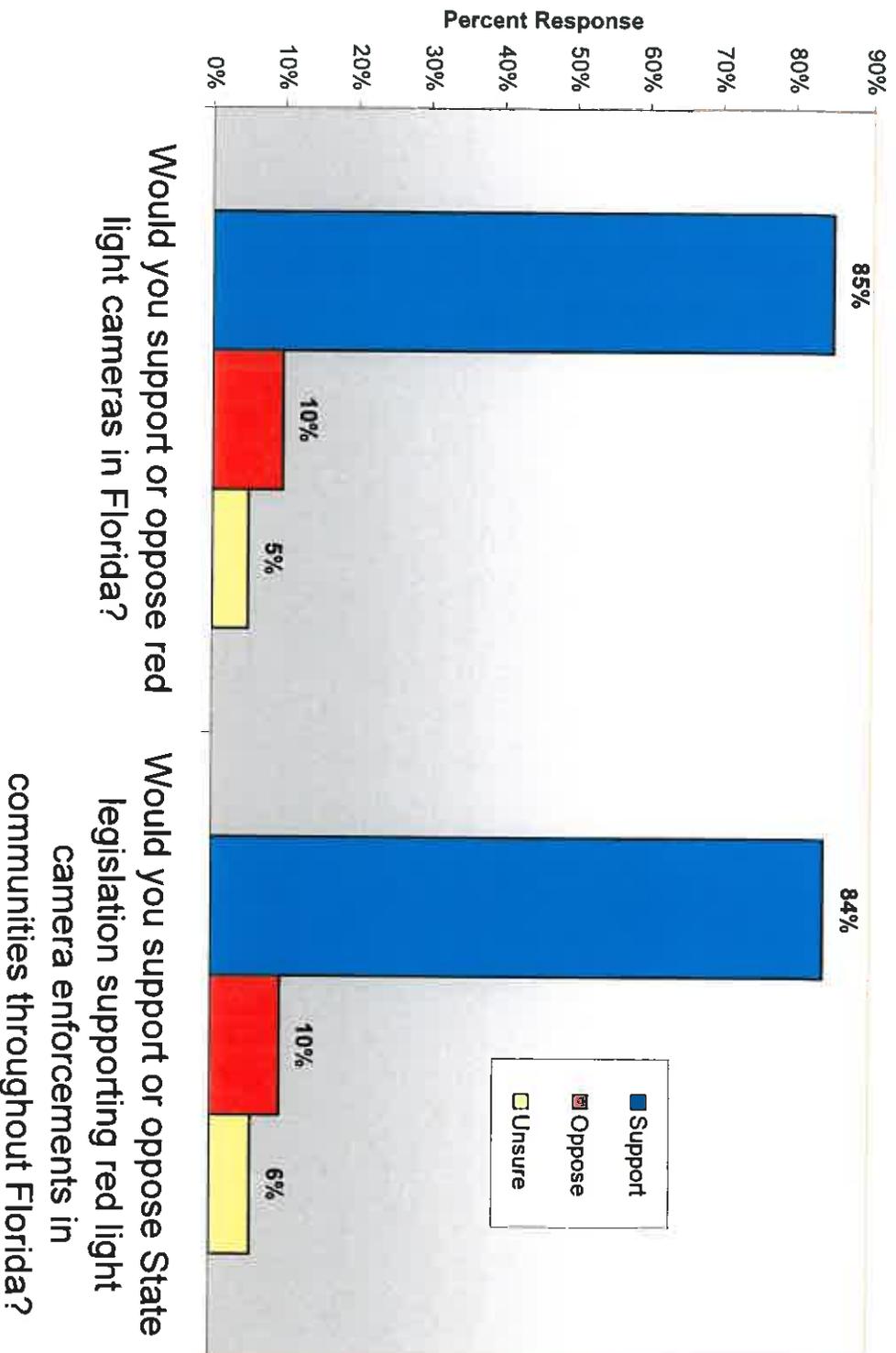




American Traffic Solutions™

2007 Florida Traffic Safety Public Opinion Poll Results

2007 Florida Traffic Safety Survey Results



Questions



Community Outreach Coordination

- **Public Awareness**
 - Radio Public Service Announcements - Traffic Sponsorships
 - Traffic Research Results
 - Press Coverage
 - Public Opinion Polling & Monitoring
- **Education**
 - Why Cameras are Needed and Used
 - Costs of Roadway Crashes and Fatalities
 - Benefits Received
- **Enforcement**
 - Effective Camera and Processing Systems
 - Equal Enforcement and Application of the law





American
Traffic Solutions™

Intersection Safety Camera Programs Work

- **Proven to save lives by reducing red-light running violations**
- **Proven to save lives by reducing crashes and injuries due to red-light running**
- **Law enforcement multiplier – frees law enforcement personnel to focus on more serious crimes**
- **Self-funded – paid for by the violators**
- **Public supports these safety programs**

Making Life Safer and Easier on the Road Ahead™



- The Problem
- The Solution
- **ATS Is Your Partner for Safety**
- Next Step
- Discussion/Q&A

Making Life Safer and Easier on the Road Ahead™





American
Traffic Solutions[®]

Why Select ATS?

- **Most PROVEN Florida Experience –**
 - **Selected to Operate Almost Every Major Program in Florida**
 - **Most Experience With FDOT**
 - **Florida Based Service Personnel**
 - **US Company, US Owned and American Made Equipment**
 - **Process More Incidents Per Month (>1,500,000 touches/month)**
 - **Most Law Enforcement Benefits (24 x7 Archived Video, Live View)**
 - **Largest Intersection Safety Camera Dedicated Staff, 800+**
 - **Least Intrusive, Most Aesthetic Installation (Least Amount of Poles)**

Making Life Safer and Easier on the Road Ahead™





American
Traffic Solutions™

Why Select ATS?

- **Highest Resolution Camera, 16 Mega Pixels**
- **Commitment to Florida (Legislation):**
 - Partners With FCPA, FSA, FLOc, FAC and many more...
- **Best Choice for:**
 - **Citizens,**
 - **Staff**
 - **and Elected Officials for a High Profile Program**

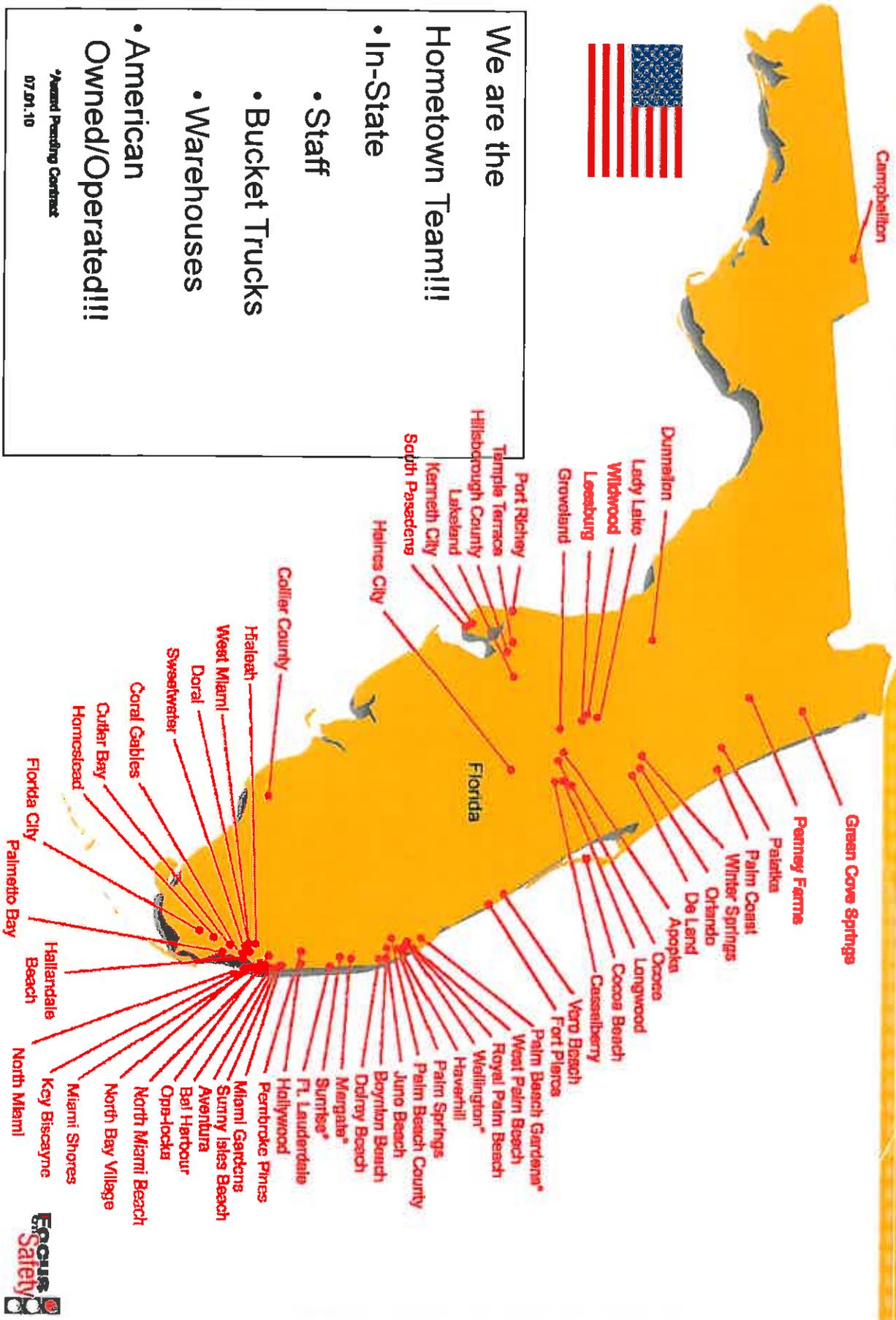


Our Promise

ATS passionately adheres to our company's values of integrity, accountability, respect, excellence and teamwork in everything we do for our customers.

Making Life Safer and Easier on the Road Ahead™





**We are the
Hometown Team!!!**

- In-State
- Staff
- Bucket Trucks
- Warehouses
- American Owned/Operated!!!

*Annual Passing Contract
07.01.10





ATS was the only company to get a perfect score in Technical or Reference



"ATS had the highest score in all of the areas that were looked at," said Houston Executive Assistant Chief Montalvo. "Their system produced the clearest images and they provided us with timely reports," she added.



Seattle Light Camera Request for Proposal #POL-177
Traffic Camera Pilot Project
RFP evaluation

Number of approach normalized to 4

Vendor	Number of Approaches	Pricing Score (Max of 40 points)	Technical Raw Score	Technical Score (Max of 40 Points)	Reference Raw Scores	Reference (Max of 20 Points)	Total (Max of 100 Points)	Ranking
ATS	4	33.3	48.6	40.0	33.5	20.0	93.3	1
Peek	4	40.0	40.7	34.9	25.0	14.9	89.9	2
Redflex	4	23.3	42.3	36.3	33.0	19.7	79.3	3
Nestor	4	27.3	39.5	33.9	25.5	15.2	76.5	4
Laser Craft	4	23.3	39.9	34.2	26.0	15.5	73.1	5
ACS	4	22.3	41.6	35.7	24.5	14.6	72.7	6



Criteria	ATS	ACS
Back Office Performance and Customer Services	111.4	107.4
Overall Cost of the Program	111	88
Technology, Hardware Performance and conformance to Technical Specifications	83	72
Experience and Success	42	38
Project Termination Plan	40	36
Good Faith Effort Plan	40	40
Total Score	427.4	378.4



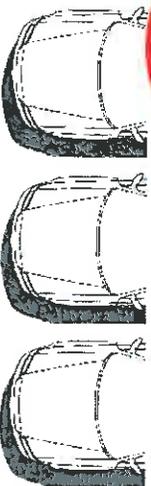
ATS

American
Traffic Solutions™

Sense-Detection Methods and Options

AXSIS RLC-300™ RED LIGHT CAMERA SYSTEM

- Wireless Vehicle Detectors
- Non-Invasive Video Detection
- In-Ground Loops/Sensors

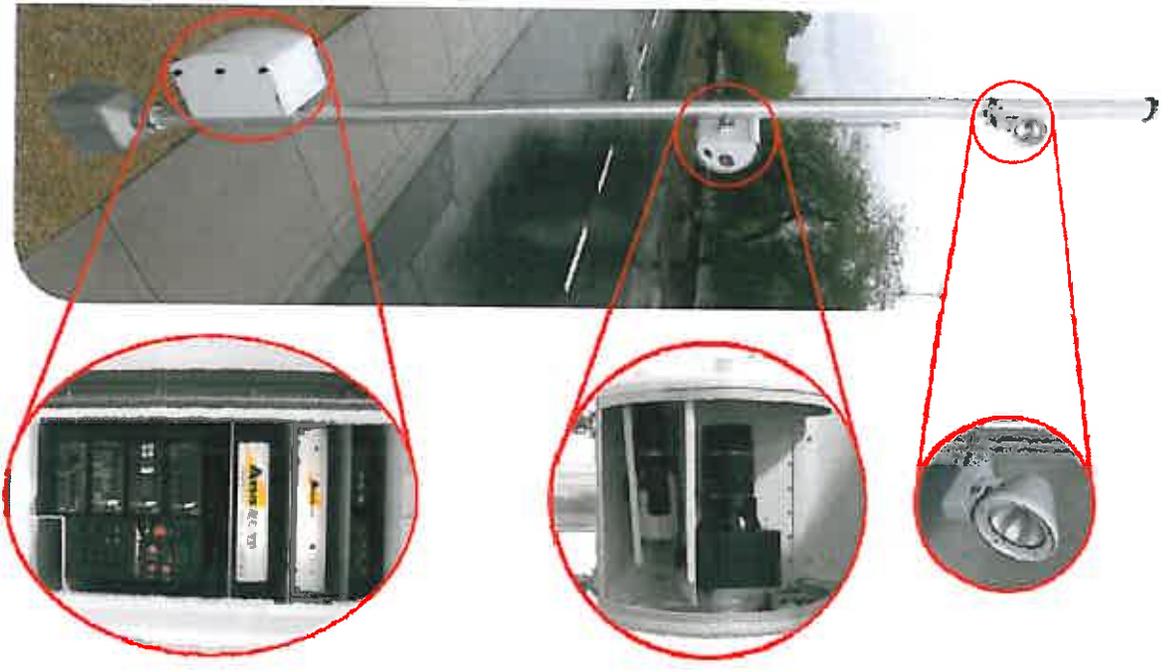


	ONE INDUCTIVE LOOP		TWO INDUCTIVE LOOPS		PIEZO LOOP ARRAY	
Penetration Level	Low	Low	Medium	Medium	High	High
Scalability	Low	Low	Medium	Medium	High	High
Speed Accuracy	NA	NA	Low	Low	High	High

Non-Invasive Video Detection



New Advanced Axis™ RLC-300
Red Light Camera System



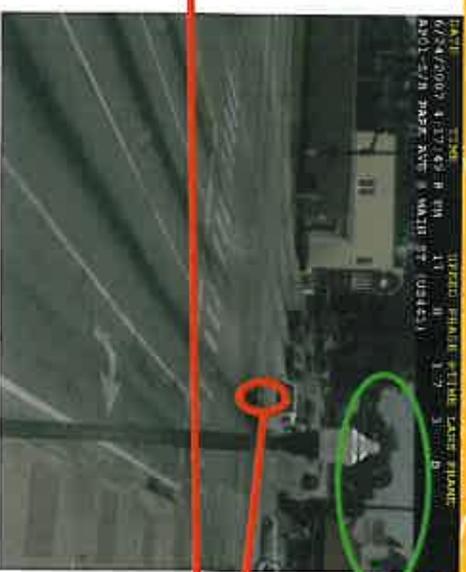
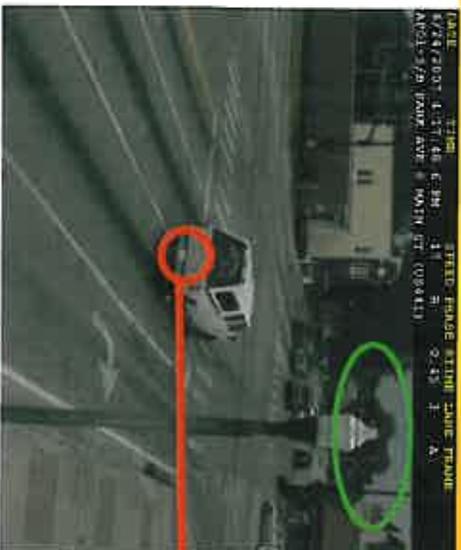
TRAFFIC
Axis™ TC-16MP
CAMERA SYSTEM
Product of American Traffic Solutions



16 megapixel camera

ATS REVOLUTIONIZES THE INDUSTRY... AGAIN!

- Dramatic improvements in Security, Performance, Looks and Options

ATSAmerican
Traffic Solutions™**The Image!**

AXSIS RLC-300⁺

RED LIGHT CAMERA SYSTEM

- Ultra-high resolution 16 megapixel camera
- Proprietary firmware
- Wide range of ultra-high resolution lenses
- Flexible camera placement
- Variable electronic strobe – 100ws to 350ws – perfect lighting
- Prima facie evidence - single camera captures all images



"A" Shot Data Elements

A-Shot



“B” Shot Data Elements

B-Shot





American Traffic Solutions™

Oversized Vehicle in Adjacent Lane




AXSIS RLC-300

RED LIGHT CAMERA SYSTEM



ATS

American
Traffic Solutions™

Consistent Trigger and Positioning with Motorcycles



14:56:35 06/12/05 B-1 R 1.15 034A L1



Axsis RLC-300
RED LIGHT CAMERA SYSTEM

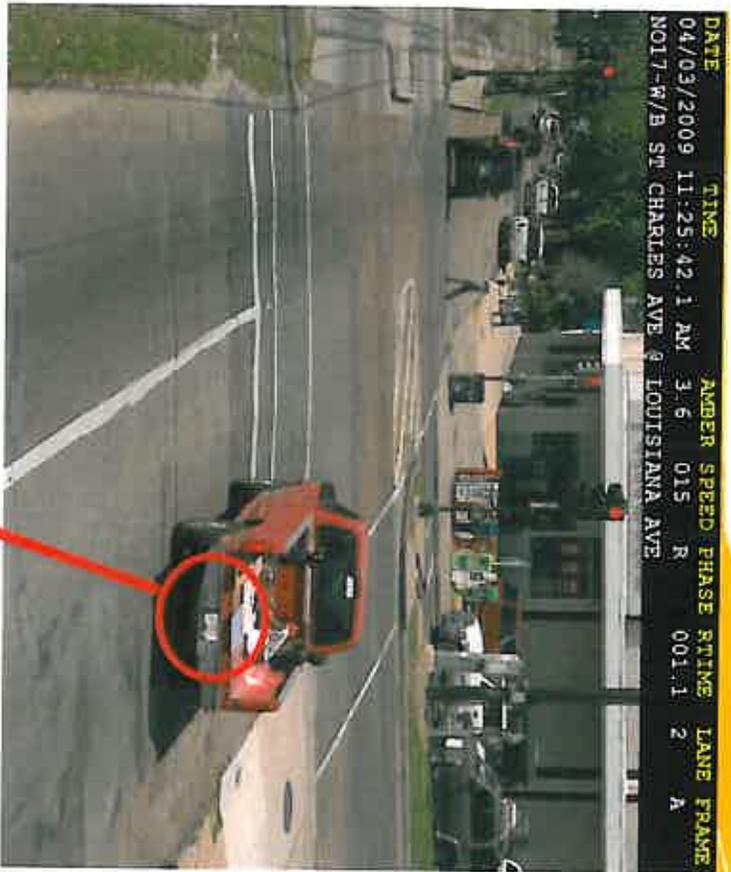


14:56:35 06/12/05 B-1 R 1.75 034B L1

ATS

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Traffic Solutions™

Damaged/Marred Plate



Axsis RLC-300
RED LIGHT CAMERA SYSTEM





American Traffic Solutions™

Crystal Clear Images – Rainy Day

DATE: 02/01/2010 TIME: 10:07:39.7 AM 030 R 000.3 4
SPEED PHASE RTIME LANE FRAME
BL01-NB COLLINS AVE @ HARBOUR WY NB / 102ND ST A



Axisis RLC-300[®] RED LIGHT CAMERA SYSTEM

DATE: 02/01/2010 TIME: 10:07:39.8 AM 030 R 001.4 4 B
SPEED PHASE RTIME LANE FRAME
BL01-NB COLLINS AVE @ HARBOUR WY NB / 102ND ST





American Traffic Solutions™

Crystal Clear Images – Rainy Night

DATE	TIME	SPEED	PHASE	RTIME	LANE	FRAME
01/22/2010	12:28:14.3	AM	047	R	000.9	4 A

HC01-EB W WATERS AVE @ ANDERSON AVE



AXSIS RLC-300[™] RED LIGHT CAMERA SYSTEM

DATE	TIME	SPEED	PHASE	RTIME	LANE	FRAME
01/22/2010	12:28:15.3	AM	047	R	001.9	4 B

HC01-EB W WATERS AVE @ ANDERSON AVE





American Traffic Solutions™

Crystal Clear Images – Day



AXSIS RLC-300⁺ RED LIGHT CAMERA SYSTEM





American
Traffic Solutions™

Crystal Clear Images – Night

DATE: 01/22/2010 TIME: 08:11:10.9 PM 021 R 079.0 4 A
SPEED PHASE RTIME LANE FRAME
HC10-NB BELL SHOALS RD @ BLOOMINGDALE AVE



Axisis RLC-300[®] RED LIGHT CAMERA SYSTEM

DATE: 01/22/2010 TIME: 08:11:12.0 PM 021 R 080.1 4 B
SPEED PHASE RTIME LANE FRAME
HC10-NB BELL SHOALS RD @ BLOOMINGDALE AVE





American Traffic Solutions™

Sample Left Turn Violation

DATE: 01/24/2010 TIME: 10:13:06.4 PM 028 R 000.0 2 A
SPEED PHASE RTIME LAWE FRAME
HC01-EB W WATERS AVE @ ANDERSON AVE



Red Light Camera System Axsis RLC-300

DATE: 01/24/2010 TIME: 10:13:07.6 PM 028 R 001.2 2 B
SPEED PHASE RTIME LAWE FRAME
HC01-EB W WATERS AVE @ ANDERSON AVE



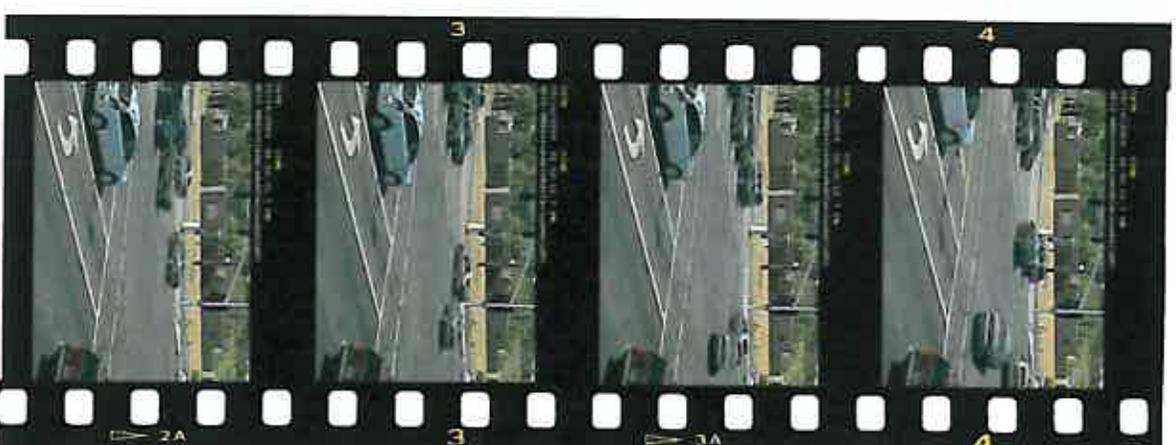
ATS

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Traffic Solutions™

Multi-Dimensional Video System

AxsisLIVE™
LIVE VIDEO SYSTEM

- Violation Video Clip
- Live Viewing
- Historical Recording
- Multiple Views
- BOLO Alert Image Sharing



ATS

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Live Video Capture System

The screenshot displays the ATS Live Video Capture System interface. It features four live video feeds arranged in a 2x2 grid. The top-left feed shows a wide view of a multi-lane highway with several vehicles. The top-right feed shows a closer view of traffic on a highway. The bottom-left feed shows a street-level view of a white van and a dark SUV. The bottom-right feed shows a view of a building with a red roof and a street. Below the video feeds is a control panel with various buttons and indicators. The control panel includes a 'Sensor status' section with buttons labeled 1, 2, 3, and 4. There are also buttons for 'Relay On/Off', 'TCP', 'HTTP', and 'mrobe'. A central navigation pad with a blue circle and directional arrows is present. On the left side of the control panel, there are buttons for 'F+', 'A/F', and 'F-'. A small text box on the left side of the control panel reads 'Click to activate and use this control'. The bottom of the control panel shows a status bar with the text '1 Camera' and '01:31:02'.

AXSIS LIVE™
LIVE VIDEO SYSTEM



- **Violation Video Clip:**
Synchronized to about 12 seconds before the projected violation - running through the full sequence. The only video system with sound.
- **Live Viewing:**
Check traffic flow, complaints, or other reasons that a live view of the intersection would help - independently from the red light program,
- **Historical Recording:**
Records all traffic for 30 to 60 days. Can be used to review collisions; car jackings; robbery suspects; amber alerts; etc.
- **Multiple Views:**
ATS can install its LIVE video to enable the City to capture all angles of a violation. We have done such systems in Missouri and Arizona.
- **BOLOs Image Sharing:**
All Miami-Dade jurisdictions contracted with ATS have the potential ability to share images – currently includes North Miami Beach, Bal Harbour, Hialeah, Coral Gables, Florida City, Aventura, Sunny Isles Beach, Miami Gardens, North Miami, El Portal, Homestead, Cutler Bay, and Key Biscayne.

ATS

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Traffic Solutions™

Back Office Processing

AXSIS VPS™
VIOLATION PROCESSING SYSTEM



- **Fully Web-Based Application**
- **Remote Self-Service**
- **End-to-End Processing**
- **Comprehensive Reporting**
- **24 x 7 x 365 Availability**

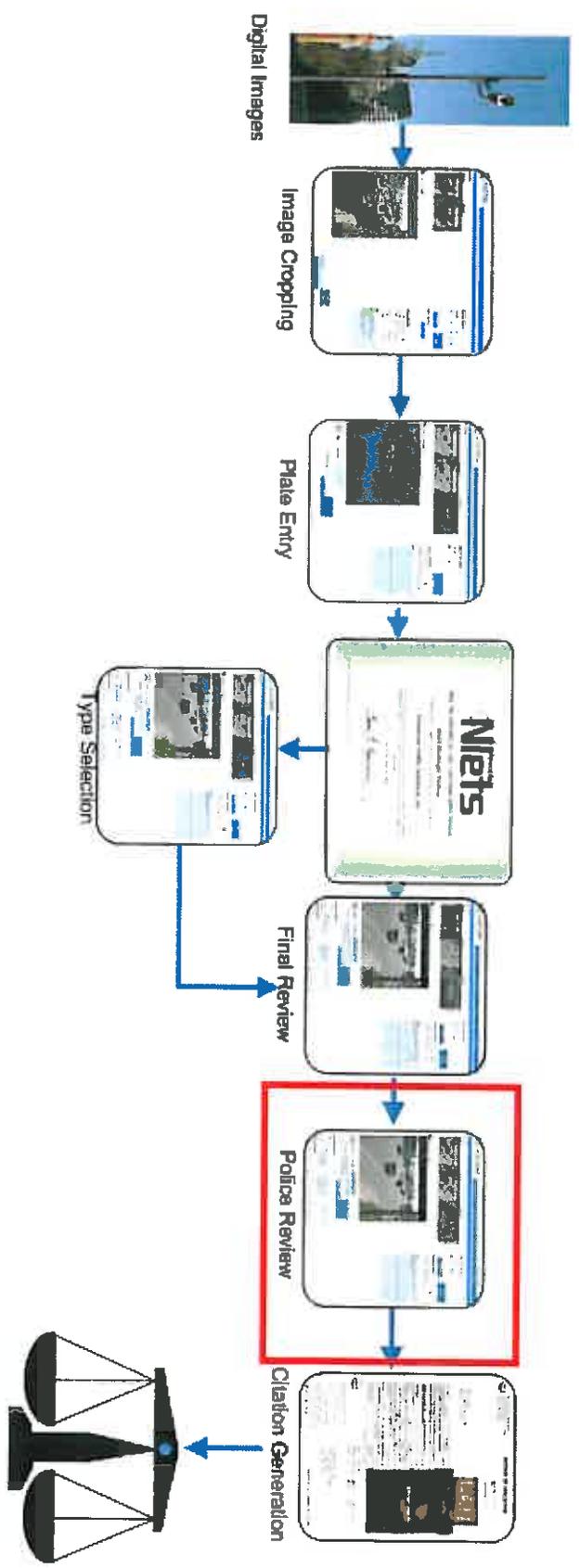


American Traffic Solutions™

Violation Processing System & Work Flow

AXSIS VPS[®] VIOLATION PROCESSING SYSTEM

Developed with User in mind – Intuitive, flexible and fast....





American Traffic Solutions™

License Plate Zoom Review

Police Review Screen

ILLUSTRATIVE PURPOSE ONLY

AVENTURA, FLORIDA VIOLATION PROCESSING

Police Review

Map Navigation

Overview 1 Overview 2 Still's Not

Violation Code: **2**

State: FL Plate: **X96 YW**

Accept | Reject | Print

Select Report Station

Simple Review | Re Group | Queue History

Commercial

Vehicle Information

Last: **QUR** First: **7** Middle:

Address 1: **11223 E PALM BLVD** City: **AVENTURA** State: **FL**

Address 2: ZIP: **12345**

Vehicle Information

VIN #: **RLM198100000** Year: **2007** Style: **SUV**

Make: **LEXUS** Model: Color: **GRAY**

Reg. Exp:

Example/Videos Available

Camera All

Navigation

Vehicle Information

Type: **RED LIGHT VIOLATION**

Date/Time: **6/23/2008 10:28:55 AM**

Location: **88 W COLLETT COLUMBIA WILLIAM LINDEN COLUMBIA**

Media



Requires Less Than 30 Seconds to Review a Violation Event





City/County of **Phoenix**
 Intersection Safety
 Program P.O. Box 69935
 Phoenix, AZ 85076-9995

CITY/COUNTY OF **PHOENIX** NOTICE OF VIOLATION

NOTICE #: 084050001234 PHN
 # 0123
 Pay with your Visa or MasterCard
 at www.ViaNotice.com

Amount Due: \$156.00
 Due Date: **11/15/2008** + 30 days

JOHN T SMITH
 123 MAIN STREET
 CITY, FL 33333

1/28/2008 1:39:26 PM 123 SHERBURN AVE US441

123 Main Street

PLATE	CLASS	TYPE	STATUS
AAA BBB	FL	REG	33333

YEAR	MAKE	MODEL	TYPE	CLASS
2001	Chevrolet	Impala	4-door	Silver
5	AAA BBB	FL	REG	2008

Red Light Signal Indefinite (Drivers to Stop at a Steady Red Signal)

Produce Stakes §§ 316.07(4)(f) and 316.07(4)(c)
 ID # 123456789
 STATUTORY PENALTY OF \$156.00



By using Via Notice, you agree to the Terms of Use at www.ViaNotice.com or mail four check or money order with the amount to the address below.
 NAME: JOHN T SMITH
 NOTICE #: 084050001234
 DUE DATE: 11/15/2008
 PLATE: AAA BBB
 STATE: FL TYPE: REG

City/County of **Phoenix**
 Intersection Safety Program
 P.O. Box 742503
 Cincinnati, OH 45274-2503

- **Pay for tickets or money order orders to pay.**
- **DO NOT MAIL CASH.**
- **When the notices are on the front of your payment.**
- **Print the name and company or the residential street name with the address (do the right showing through the window).**
- **You must respond with either a payment or an official notice of a traffic citation.**

AMOUNT DUE: \$156.00
 1 0940700012345 000000014841 100006

1 Sender
 456 Ever
 Johnson

- 1st Class Mail
- Color Printing





American Traffic Solutions™

On-Line Review at www.ViolationInfo.Com

File Edit View Favorites Tools Help

Address <https://www.violationinfo.com/home.aspx>



Search Web



Upgrade Now!



Home



Add Tab



Bookmarks



City of Aventura, Florida

[Customer Service](#) [Help](#) [Logout](#) [Print](#)

Most Asked Questions

- Q: What is a red light running violation?
A: A red light running violation occurs when a motorist enters an intersection after the traffic signal has turned red, regardless already in the intersection when the signal changes to red, when wishing to turn for example, etc not considered red light violation.
- Q: Why did I receive the Notice of violation?
A: Based upon images captured by the automated system, your vehicle was determined to have committed a red light violation, as the owner of the vehicle the Notice of Violation is mailed to you.
- Q: What is the fine? Are there any fees for late payments?
A: The fine is \$125.00 for a first offense, \$250 for a second offense and \$500 for each additional offense.

Review Evidence

Click on an icon below to view an image or video associated with your violation.

Overview A
 Overview B
 License Plate
 Video Clip
 [Request](#)
 [More Help](#)

Balance Information

Notice Number: 0920900054717

Balance: \$275.00

This balance is updated once per day (at night).
If you made an online payment today, this balance will not reflect today's payment.
Please check back on the next business day.



Convenience fee of \$4.00 will be added

[To download Affidavit of Non-Responsibility Form click here](#)

[To download Owner Affidavit form click here](#)

[To download Return Receipt Form click here](#)

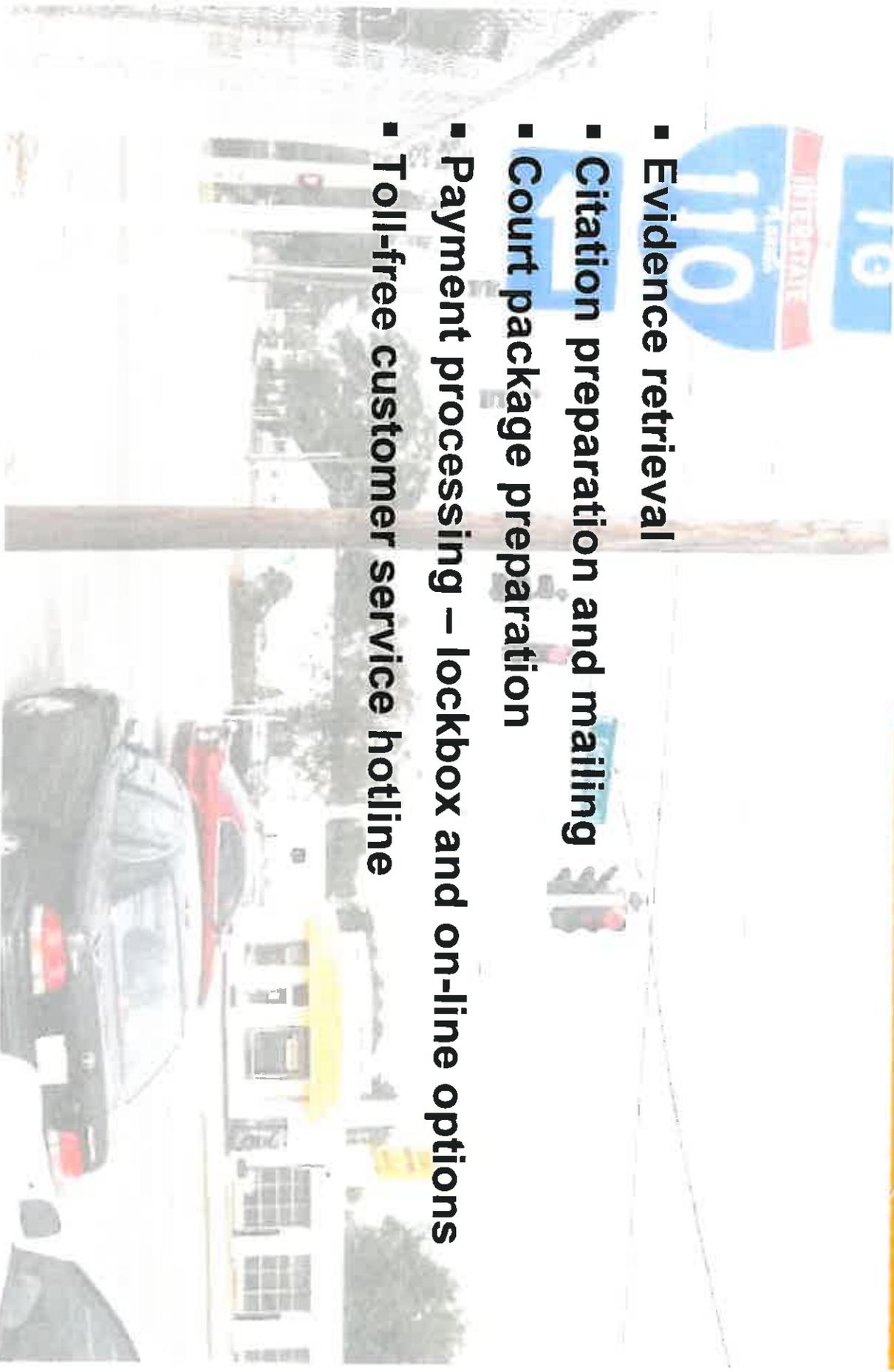




American
Traffic Solutions™

Additional Turn-key Program Services

- Evidence retrieval
- Citation preparation and mailing
- Court package preparation
- Payment processing – lockbox and on-line options
- Toll-free customer service hotline





American Traffic Solutions™

HB 325 Referenced Notices, Affidavits, Sample Ordinances-Available Immediately

WHEREAS, the Florida Legislature passed CS/CS HB325 during the 2010 Legislative Session authorizing the use of red light cameras as traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes relating to red light violations; and

WHEREAS, the Governor of the State of Florida signed CS/CS HB325 into law on _____, resulting in _____, resulting in _____

WHEREAS, the [City] about the significant danger jurisdiction; and

WHEREAS, local gov America have successfully us

WHEREAS, this local enforce red light violations w

WHEREAS, this local effective in enforcing provisi more efficient use of limited l

WHEREAS, this local infraction detectors to enforce

[CITY/COUNTY OF [NAME OF CITY OR COUNTY]] Intersection Safety Program

Affidavit Establishing Exemption Under Florida Statutes § 316.0083(1)(d)

This is an affidavit you may use to prove an exemption from the penalty described in the notice of violation you received. Section I contains instructions for filling out this form. Section II is the form that you must fill out if you choose to use this affidavit before filing out Section II. If this affidavit is documentation or is not received before the due date, avoid court fees, costs and the issuance of a Uniform

I. Instru

- (1) Florida Statutes § 316.0083 provides that the traffic infraction detector is have violated F relating to adherence to traffic control device owner establishes by affidavit that an exam received explains the statutory exemptions are
- (2) Section II of this document is an affidavit you blanks with the information requested. If v



City/County of Intersection Safety Program PO Box 59995 Phoenix, AZ 85076-9995

JOHN T SMITH
123 MAIN STREET
CITY, FL 33333

12/6/2008 1:13:36 PM 123 SHEELER AVE @ US441
John T Smith
123 Main Street
CITY FL 33333

PLATE	MAKE	MODEL	YEAR	COLOR
2001	Chevrolet	Impala	4-door	Silver
AAA 98B		FL		2008

Florida Statute §§ 316.074(1) and 316.075(1)(c)

Scanned Signature ID # 129/2008

STATUTORY PENALTY OF \$158.00 2/1/2008

CITY/COUNTY OF NOTICE OF VIOLATION

NOTICE # 084050007324 PIN # 0123
Pay with your Visa or MasterCard at www.florktioninfo.com

Amount Due: \$158.00
One Order Issue Date: 30 Days



- Full 24 x 7 access to all reports
- Operational, Statistical and Financial

CITY OF APOPKA, FL
VIOLATION PROCESSING

Alerts HOME CHANGE CLIENT LOGOUT Support Bug

Violation Workflow Document Management Reports Configuration

Reports

Report Name: Select a Report to Print

- ISSUANCE RATE REPORT
- ISSUANCE RATE SUMMARY REPORT
- ADJUDICATION DETAIL REPORT
- COURT DETAIL REPORT
- DISMISSAL SUMMARY REPORT
- DMV NOT FOUND
- DOCUMENT AGING
- DOCUMENT MAILING SUMMARY
- HEARING SCHEDULE
- LOCATION PERFORMANCE DETAIL
- LOCATION PERFORMANCE DETAIL BY LANE
- LOCATION PERFORMANCE SUMMARY
- LOCATION PERFORMANCE SUMMARY BY LANE
- OFFICER APPROVAL REPORT
- PAYMENT STATISTICS REPORT
- QUEUE GRAPH
- QUEUE VIOLATIONS BY LOCATION
- REJECT BY USER
- TOP N VIOLATOR REPORT
- VENDOR ACTIVITY REPORT
- VIOLATION DATA
- VIOLATION REJECT

Axisis VPS

Running on EX2A504

CITY OF APOPKA
 TRAFFIC LIGHT SAFETY PROGRAM
 112 EAST SIXTH STREET
 APOPKA, FL 32703



Issuance Rate Detail Report

Submission Criteria: Program Statistics Year: 2008 Document Type: CITATIONS Most Recent Violation Date Loaded: 12/18/2008
 Violation Type: ALL

Citations By Violation Date	YEAR												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC TO DATE	
Total Events	208	171	159	125	390	140	101	212	92	332	31	801	2,082
Less Exceptions Out-of-Vendors Control	13	13	10	15	44	10	17	14	0	17	7	16	197
Non-Controllable Exceptions	8	12	10	7	14	0	0	7	3	0	0	0	76
Police Review Exceptions	0	0	0	0	0	0	0	0	0	0	3	100	109
Violations In Queue	160	126	112	153	310	31	67	163	50	266	52	382	1,918
New Events Exceptions	27	20	21	20	22	34	21	28	24	43	19	103	382
Adjusted Total Violation Events	1	1	0	2	1	1	1	1	1	3	0	1	13
Controllable Exceptions (Camera System)	0	0	0	0	0	0	0	0	0	0	0	0	0
Violation Notice Issued	26	19	21	18	21	33	20	27	23	40	19	102	300
Citations Issuance Rate	90%	95%	100%	80%	95%	97%	95%	90%	90%	93%	100%	89%	87%



**POLICE DEPARTMENT
PHOTO ENFORCEMENT DIVISION**

Submission Criteria

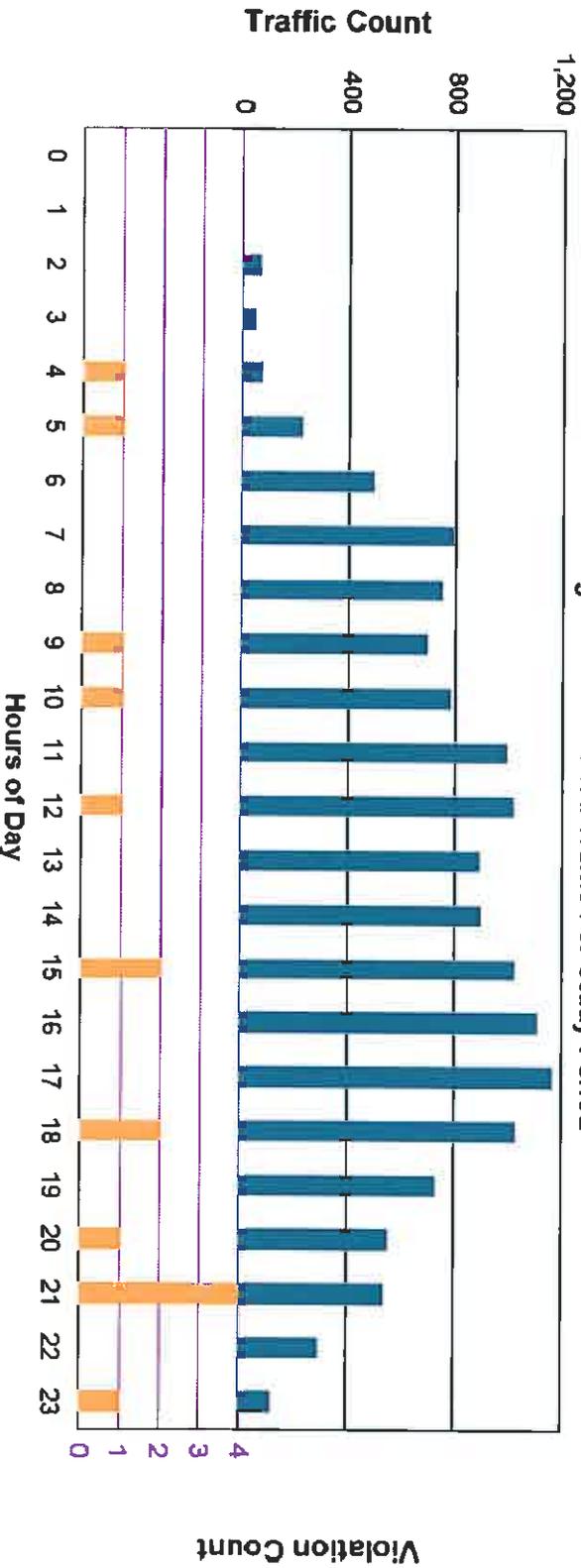
Location:

Event Start Date: 11/11/2008

Event End Date: 11/11/2008

CONFIDENTIAL

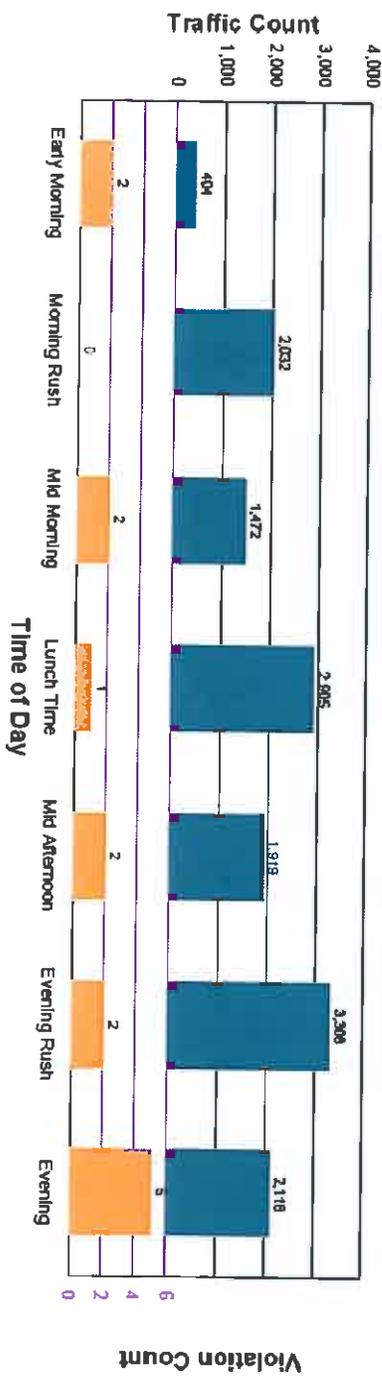
Histogram of Recorded Traffic For Study Period



Total Traffic by Hours of Day

	Lane 3	Lane 4	Lane 5	Total
Early Morning Hours – 00:00 AM to 06:00 AM	0	1	1	2
Morning Rush Hours – 06:01 AM to 09:00 AM	0	0	0	0
Mid Morning Hours – 09:01 AM to 11:00 AM	0	1	1	2
Lunch Time Hours – 11:01 AM to 02:00 PM	0	0	0	0
Mid Afternoon Hours – 02:01 PM to 04:00 PM	0	1	1	2
Evening Rush Hours – 04:01 PM to 07:00 PM	1	0	1	2
Evening Hours – 07:01 PM to 11:59 PM	2	2	5	9
Total	3	5	8	16

Summary of Traffic Counted by Time of Day



- **25 to 1: Experience over our competitors**
- **Deployment schedule is based upon a proven, well defined and repeatable process**
- **Local resources using qualified and tested local contractors familiar with our proven installation methodology and equipment**
- **Lake Park's ATS' program team has the most experience with FDOT requirements and have installed the greatest number of systems throughout Florida**

- 24 x 7 x 365 Automated System Monitoring & Alerts
- 24 x 7 x 365 Staffed Help Desk
- SLA Compliance for Critical Failures and Repairs
Based on Priority Scheme
- Florida-based Service Network of Staff & Sub
Contractors
- Only Vendor with its own Bucket Truck Fleet



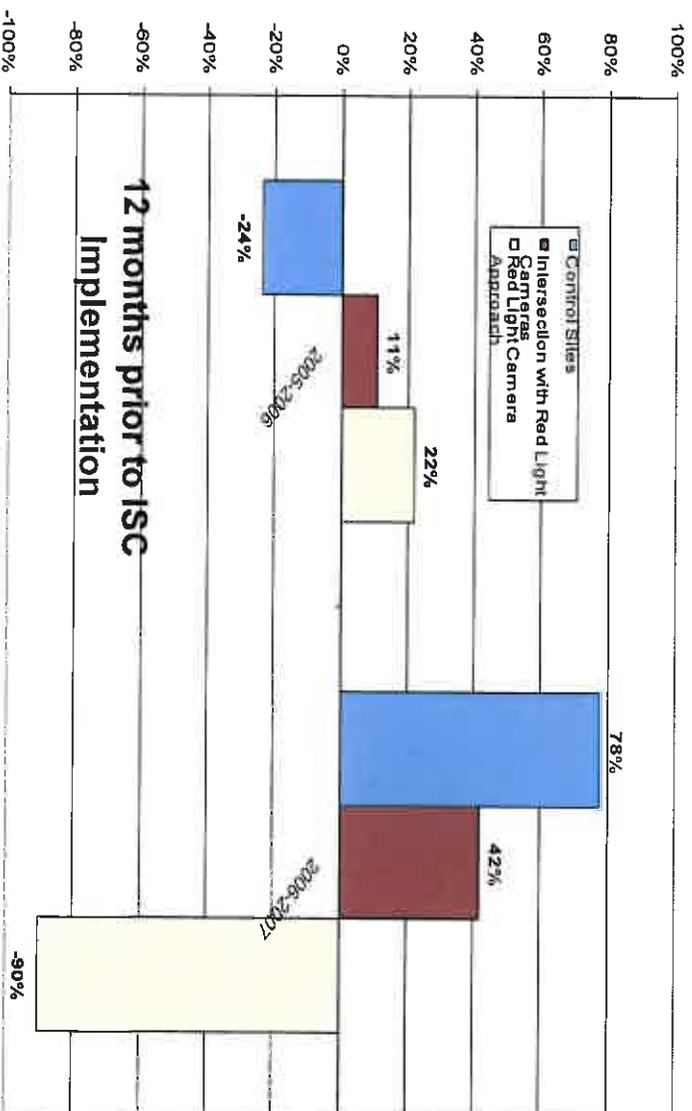


American Traffic Solutions™

Evaluating Safety

- In-house department able to assist City in analyzing and evaluating program
- Staff experienced in reviewing crash reports; intersection diagramming
- Gather and/or analyze ISC statistical data
- Contract with third-party expert and facility to assist in reviewing and analyzing unbiased study
- Only vendor with dedicated resources to assist the City with this vital component of a successful program

Percent Change Red Light Violation Crashes



- **Consistent trend of increasing revenue and profitability.**
- **ATS operates some of the largest red light and speed camera programs in the United States, all of which are multi-year contracts spread across the country.**
- **ATS' photo enforcement business is also diversified through toll road related business solutions.**
- **In the third quarter of 2008, ATS completed private equity financing with Goldman Sachs, making them a shareholder in the company. The purpose of this transaction was to provide additional growth capital for ATS' rapidly expanding business as well as to bring on a value added financial partner. ATS is proud to have Goldman Sachs as its partner.**

- The Problem
- The Solution
- ATS Is Your Partner for Safety
- **Next Steps**
- Discussion/Q&A

Making Life Safer and Easier on the Road Ahead™



HB 325 Referenced Notices, Affidavits, Sample Ordinances-Available Immediately

WHEREAS, the Florida Legislature passed CS/CS HB325 during the 2010 Legislative Session authorizing the use of red light cameras as traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes relating to red light violations; and

WHEREAS, the Governor of the State of Florida signed CS/CS HB325 into law on _____ resulting in _____

WHEREAS, the [City/COUNTY] about the significant danger jurisdiction, and

WHEREAS, local gov America have successfully us

WHEREAS, this loca enforce red light violations wi

WHEREAS, this local effective in enforcing provisi more efficient use of limited l

WHEREAS, this local infraction detectors to enforce

[CITY/COUNTY OF [NAME OF CITY OR COUNTY]]
Intersection Safety Program

Affidavit Establishing Exemption Under Florida Statutes § 316.0083(1)(d)

This is an affidavit you may use to prove an exemption from the penalty described in the notice of violation you received. Section I contains instructions for filling out this form. Section II is the form that you must fill out if you choose to use this affidavit before filing out Section II. If this affidavit is documentation, or is not received before the due date, avoid court fees, costs and the issuance of a Uniform

I. Instru

- (1) Florida Statutes § 316.0083 provides that the traffic infraction detector to have violated Florida Statutes relating to adherence to traffic control device owner establishes by affidavit that an exemption is provided explains the statutory exemptions and
- (2) Section II of this document is an affidavit you please with the information contained in it



City/County of Intersection Safety Program PO Box 69995 Phoenix, AZ 85076-9995

JOHN T SMITH
123 MAIN STREET
CITY, FL 33333

1/26/2008 1:33:35 PM NIB SHEELER AVE @ US441
JOHN T SMITH
123 Main Street
CITY FL 33333

PLATE	YEAR	MAKE	MODEL	TYPE	COLOR
2004	2004	Chevrolet	Impala	4-door	Silver
AAA BBB	FL	AAA BBB	FL	AAA BBB	2008

Florida Statute §§ 316.074(1) and 316.075(1)(c)

Scanned Signature ID # 128/2008
STATUTORY PENALTY OF \$156.00

CITY/COUNTY OF NOTICE OF VIOLATION

NOTICE #: 094050001234 PIN # 0123
Pay with your Visa or MasterCard at www.violationinfo.com

Amount Due: \$156.00



ATS will work with the various City agencies including the Police, Traffic Engineering and Department of Public Works to identify the City's most dangerous intersections.

The process includes but not limited to:

- Collision histories
- Collision diagrams – which provide a clearer understanding of the nature and type of collisions;
- Engineering studies
- Site walkthroughs
- Pavement analysis
- Intersection violation studies in accordance with FHWA guidelines
- Video analysis of identified intersections to validate where violations are occurring



VIMS Installation Violation Incident Monitoring System (Used to Assess red light violation rates)



American
Traffic Solutions™

ATS is the Right Choice

Cost/Financial Benefit to the City

- Most Violations Captured
- Most Revenue to the City
- Fastest Implementation
- Cost Neutral Pricing Structure

System Capabilities & Service Delivery

- Most Full Turnkey Photo Enforcement Experience in Florida
- Most Non-Invasive Signal and Violation Detection Systems Experience
- Accurate Real-Time Matching Data Bar
- 16-Megapixel Camera
- Dedicated Florida-Based Service Personnel
- Cooperative Viewing of ATS Clients' Live and Archived Video Images

Implementation Plan

- Operational within 30 days of Permit Approval
- Proven Track Record with Fast Implementation
- Regional Service Operations Office in Tampa
- Immediate Support on a 24 x 7 Basis
- Single Point-of-Contact through Dedicated Account Manager

Qualifications & References

- Most Experience with FDOT
- Most and Longest Experience Operating FL Photo Enforcement Programs
- Most Photo Enforcement Experience with Large Cities
- Proven Success Changing Driver Behavior
- Customers Enjoy Tremendous Success





American
Traffic Solutions™

Cost Control Procedures

ATS offers a pricing structure which ensures that fees paid to ATS will never exceed the City's revenue generated by the program.

This way, the program will be 100% funded by red light violators and not by the taxpayers.

- ATS is offering the City a cost neutral program.
- Pricing covers all costs required for and associated with camera system installation, maintenance and on-going field and back-office operations.
- ATS pricing includes all costs, including "transaction fees." There are no hidden fees. All fees are disclosed in price proposal.

ATS

American
Traffic Solutions™



Making Safety Happen In Lake Park!

Making Life Safer and Easier on the Road Ahead™



Made in America &
Serviced in America



Consent Agenda

TAB 1

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

Meeting Date: July 14, 2010

Agenda Item No. 1

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

SUBJECT: Traffic Calming and Safety Measures Workshop Minutes of June 15, 2010.

RECOMMENDED MOTION/ACTION: Approve the Traffic Calming and Safety Measures Workshop Minutes of June 15, 2010.

Approved by Town Manager *Neil Lewis*

Date: 6/29/10

Jessie DeL...
Deputy Clerk

6/24/10
Date of Actual Submittal

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Traffic Calming and Safety Measures Workshop
Tuesday, June 15, 2010, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Traffic Calming Workshop on Tuesday, June 15, 2010 at 7:00 p.m. Present were Mayor DuBois, Vice-Mayor Osterman, Commissioners Rumsey, Hockman and Longtin, Town Manager Maria Davis, and Town Clerk Vivian Lemley.

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

PRESENTATION:

PBSO District 10 Town of Lake Park Criminal Statistic Analysis 2005 to Present by Lieutenant Pete Palenzuela

Town Manager Davis stated that Lieutenant Palenzuela would be giving the presentation.

Lieutenant Palenzuela began a PowerPoint presentation titled "PBSO District 10 Town of Lake Park Criminal Statistic Analysis 2005 to Present" (see Exhibit "A"). He reviewed the requested breakdown of the criminal analysis (see page 1 of Exhibit "A"). He stated that they were not able to do a study on the residential/industrial/commercial because of an overlay problem with their analyst and the county interface system. He explained that they used a mapping technique and they had to do the study manually by physically looking at the addresses and determining whether they were residential or commercial and placing an R or a C next to the address and having the Excel spreadsheet generated. He explained that the commercial and industrial study were one in the same. He explained a pie chart titled "District 10 Arrests between 1/1/05 and 12/31/05" (see page 2 of Exhibit "A"). He reviewed and explained "2005 Where Offenders Reside" (see page 3 of Exhibit "A"). He stated that there were 934 total arrests in 2005 and of those arrests 228 of those offenders resided in West Palm Beach, 170 resided in Riviera Beach, and 39 resided in Palm Beach Gardens. He explained a pie chart that showed that 45% of arrests in 2005 were in residential areas and 55% were in commercial areas (see page 4 of Exhibit "A"). He explained that of the 1006 arrests that were made in 2006, 77% of those offenders lived outside of Lake Park and 23% resided within Lake Park (see page 5 of Exhibit "A"). The breakdown of the cities where those offenders resided were that 250 lived in West Palm Beach, 205 lived in Riviera Beach and 51 lived in Palm Beach Gardens (see page 6 of Exhibit "A"). Of those arrests 42% were committed in the residential district of Lake Park, and 58% were committed in the commercial district (see page 7 of Exhibit "A"). He reviewed the statistics for crimes committed in Lake Park in the year 2007 (see pages 8 through 10 of Exhibit "A"). The breakdown was as follows: 1249 crimes committed where 80% of those offenders lived outside of Lake Park and 20% resided within Lake Park. Of those total offenders 300 resided in West Palm Beach, 289 in Riviera Beach and 67 in Palm Beach Gardens. The commercial/residential

breakdown of those crimes showed that 68% of those crimes were committed in the residential district of Lake Park and 32% were committed in the commercial district. He reviewed and explained that statistical data for the year 2008 (see pages 11 through 13 of Exhibit "A"). The breakdown was as follows: 1387 total arrests where 18% were committed by offenders who resided within Lake Park and 82% did not. Of those total offenders 367 lived in Riviera Beach, 290 in West Palm Beach, and 89 in Palm Beach Gardens. The commercial/residential breakdown of those crimes revealed that 28% were committed within the residential district of Lake Park and 72% were committed in the commercial district. The statistical breakdown for the year 2009 was reviewed and explained (see pages 14 through 16 of Exhibit "A"). The breakdown was as follows: 1211 total arrests where 78% of those offenders resided outside of Lake Park and 22% resided within Lake Park. Of those total offenders 310 lived in Riviera Beach, 225 lived in West Palm Beach, and 82 lived in Palm Beach Gardens. The commercial/residential breakdown revealed that 26% of those crimes were committed within the residential district of Lake Park and 74% were committed within the commercial district. He reviewed and explained that crime statistical data for the year 2010 so far (see pages 17 through 19 of Exhibit "A"). The breakdown was as follows: 430 arrests made where 70% were committed by those who resided outside of Lake Park and 30% resided within Lake Park. Of those total offenders 90 resided in West Palm Beach, 89 resided in Riviera Beach and 32 resided in Palm Beach Gardens. The commercial/residential breakdown revealed that 65% of those crimes were committed within the commercial district of Lake Park and 35% were committed in the residential district. He reviewed and explained the "Lake Park Uniform Crime Reporting (UCR) Crime Index" (see page 20 of Exhibit "A"). He discussed and explained what the crime statistical data revealed (see page 21 of Exhibit "A").

Commissioner Rumsey stated that larceny seemed to be the most frequent crime in the Town and was taking place primarily on the Congress Avenue corridor.

Lieutenant Palenzuela explained that the larceny was taking place mainly at the "big box" stores located on Congress Avenue. He stated that even though the numbers looked disheartening the crimes were "cleared cases" because 90% of the time an arrest is made at the store that the crime was committed.

Commissioner Rumsey stated that larceny crimes had risen significantly when Wal-Mart opened on Congress Avenue in the year 2007. He asked if the crime trends increase during the summertime.

Lieutenant Palenzuela stated that crime rises during the summertime because the kids are out of school and also during the holidays because unfortunately it does not bring out the best in people.

Commissioner Rumsey asked if the 9% decrease in crime was based on 2008 crimes or based on a consolidation of a number of years that have been averaged out.

Lieutenant Palenzuela stated that the chart was based on a year over year basis.

Commissioner Longtin asked if most of the offenders resided in West Palm Beach, Riviera Beach, and Palm Beach Gardens.

Lieutenant Palenzuela explained that that was correct.

Commissioner Longtin asked how many of those offenders were unknown.

Lieutenant Palenzuela explained that there were other cities where offenders resided but he did not include that information. He only provided the cities that had the greatest number of offenders overall.

Traffic Calming by Community Development Director Patrick Sullivan

Community Development Director Patrick Sullivan gave a PowerPoint presentation titled "Traffic Calming" (see Exhibit "B"). He reviewed and explained the different costs for the different traffic calming options (see pages 2 through 3 of Exhibit "B"). He gave picture examples of each option which included their cost and explained each one (see pages 4 through 12 of Exhibit "B"). He reviewed and explained the cost of a temporary street closure (see pages 13 through 14 of Exhibit "B").

Mayor DuBois asked if Community Director Sullivan could explain what a rumble strip was.

Community Director Sullivan explained that rumble strip was small strips of rounded asphalt laid down on the cement one after another in a row that shakes a car's tires when they are hit.

Mayor DuBois discussed the different traffic calming options that she liked and disliked and her reasons why.

Commissioner Rumsey asked if Community Development Director Sullivan had investigated and researched the possibility of one-way streets.

Community Development Director Sullivan explained that he had not.

Commissioner Rumsey asked if a one-way street would slow traffic or increase speed on the street.

Community Development Director stated that it may not reduce speed but reduce traffic on that road.

Mayor DuBois asked if there was anything in the presentation that would show the different speed limits throughout the Town. She stated that changing speed limits could also be a traffic calming option.

Commissioner Rumsey stated that he received a request from a resident that the speed limits be lowered in the Town.

Commissioner Hockman stated that he preferred pavers or the speed table as a traffic calming option. He asked Community Director Sullivan if he called the Town of Jupiter or City of Palm Beach Gardens for pricing since they just installed traffic calming systems.

Community Development Director Sullivan stated that he did not contact those cities regarding pricing.

Commissioner Hockman stated that there still will be those people who do not follow the traffic laws regardless of stop signs and changed speed limits. He recommended speed tables for common traffic in the main thoroughfares such as Park Avenue. He recommended making the truck signs more clearly marked to keep trucks from driving down Park Avenue.

Commissioner Rumsey expressed his concerns about the cost of speed tables.

Commissioner Longtin asked what the temporary barriers were made of.

Community Development Director Sullivan stated that they were made of plastic.

Commissioner Longtin stated that she was confused as to what the workshop was about since they were discussing crime statistics and traffic calming. She stated that Community Development Director Sullivan stated that one-way streets would reduce traffic and she did not understand that logic.

Community Development Director Sullivan explained that the one-way streets would reduce the number of trips on that road since they would be going only one-way.

PUBLIC AND OTHER COMMENTS:

Kip Piper, 501 Lake Shore Dr. – stated that he was confused or very disappointed because he read about the meeting and controversy about the closing of certain streets and the discussion has now turned into the possible installation of speed bumps. He stated that the greater issue was crime and whether the issue could be solved by the installation of road blocks. He stated that Lieutenant Palenzeula gave the crime statistic presentation so that it could be determined whether or not the road blocks could reduce crime. He stated that the Commission started out with the initiative to work on reducing crime but the issue has turned into traffic calming.

Mayor DuBois asked Mr. Piper if he was for other street closings besides Silver Beach Rd.

Mr. Piper stated that he would go with the judgment of the Commission. He stated that Silver Beach Rd. was a single lane each way and extremely dangerous for travel. He stated that he avoids that street whenever possible. He recommended that some of the streets on the Lake Park side of Silver Beach Road should be considered for closure for safety reasons.

John Lineweaver, 836 Evergreen Dr. – stated that the issue was not about racism. He stated that the closures were not just for crime prevention. He explained that crime prevention was multi-faceted and community development, community policing and community involvement all of which they were trying to do. He gave examples of communities who have implemented street closings with success. He stated that there were definite areas in the Town that needed improvement. He stated that it was not safe for the children to play in the streets. He stated that the immediate results would be increased road safety, increased comfort and mobility for those who are challenged or do not use cars as their means of transportation, money would be saved on roads and infrastructure, would allow the police to more effectively patrol the community, and decrease noise and trash on the streets. He explained that the community was a diverse and multi-faceted community. He thanked the Commission for working on ideas, lighting campaigns, street closures, community developments and events. He stated that there was no “silver bullet” as a solution but if something was not done than the Town could risk it all.

Art Beaver, 841 Poplar Dr. – stated that he lived on the northeast corner of Poplar Ct. and Poplar Drive and there was a problem there with commercial traffic which blocks the neighborhood’s driveways. He stated that there has been a lot of trash in the yards and on an average day 50 to 60 cars come through the street and those cars are driven by people who do not live on the street and they do not stop at the stop signs. He stated that the police have written thirty tickets within one hour while watching the street. He stated that there had been a police chase on that street one night. He stated that he had taken pictures of the trucks that have parked in his neighborhood within one week and also had a petition that was started by his neighbors. The pictures and the petition were provided to the Commission (see Exhibit “C”).

Chris Price, 644 Date Palm Dr. – stated that one of the things brought up at the last workshop was a discussion of what streets needed to be closed. He stated that he did not agree with the map that was advertised by the Palm Beach Post. He stated that he lived on the northwest corner of the park at 7th Street and Date Palm Dr. He recommended having temporary street closures at 6th and 7th Street to see if it reduces traffic. He stated that it was dangerous at 6th and 7th Street as well as Bayberry Dr. He stated that as far as crime was concerned there were two great resources in the Town which were Community Watch and Citizens on Patrol. He stated that if people wanted to be active in reducing crime they should think about joining one of those programs.

Public Comment Closed.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor DuBois explained why the Commission was having the workshops and asked Town Manager Davis to explain what would happen should the public decide by referendum to have street closures.

Town Manager Davis explained how a referendum question for street closures would be implemented and what it would mean to the public.

Mayor DuBois asked if the referendum question would give the option of choosing specific streets to have closed.

Town Manager Davis explained that whole purpose of the workshops was to determine what measures the community wanted if any. The hope was to get some direction as to whether to put it on the ballot or not.

Commissioner Rumsey stated that it was the Commission's responsibility whether or not to have a referendum question. He recommended going street by street and taking a vote on whether or not to do a traffic calming measure or street closing measure. He stated that he agreed with Commissioner Longtin that the Commission was sending a mixed message as to whether or not the Commission wants to reduce crime or traffic calm. He stated that the two could go hand in hand but it's the responsibility of the Commission to step up and figure out what streets they want to implement either closure or traffic calming.

Commissioner Longtin stated that at the last workshop eleven people spoke and seven were adamant with a no and four were not for it or against it. She stated that she agreed with Mr. Lineweaver and Commissioner Rumsey. She recommended that the question not go to referendum but for the Commission to choose certain streets and budget either for a closure or traffic calming measure. She stated that if it went to referendum there needed to be a specific and solid plan. She recommended budgeting for street closures and traffic calming for specific streets over the next five years. She asked if the Silver Beach Road widening was still a possibility.

Town Manager Davis stated that the proposal to widen Silver Beach Road was a dead issue due to the economy.

Vice-Mayor Osterman stated that her intention when she brought the issue forward was to deal with crime and traffic calming. She stated that residents in her neighborhood were in favor of street closures because of unsafe traffic and drug deals going on back and forth. She stated that she was in favor of street closures but as far as the Commission was concerned she agreed with Commission Longtin to go forward with a solid plan. She explained that she lived on the perimeter of the Town and it was a different feeling then living further within the Town. She stated that the traffic and crime was more prevalent in her area and that her neighbors do not let their children play outside because of the traffic problems. She stated that it would ultimately be the Commission's decision to decide whether or not to take measures and they would either decide to put it forward as a referendum, or budget over a period time, or do nothing and hope that it does not get any worse.

Commissioner Rumsey asked Vice-Mayor Osterman if her thoughts were to make a decision street by street determining whether or not they put it for referendum.

Vice-Mayor Osterman stated that she needed some time to process it and she would like to talk to residents along Bayberry Dr. and 2nd and 3rd St. She stated that she was not sure of how to approach the issue.

Commissioner Rumsey stated that he did not think he asked the question correctly. He explained that in the past he recommended that as a Commission they vote up or down on every street on the map that is recommended for street closure. He asked Vice-Mayor Osterman if that was what she wanted to do.

Vice-Mayor Osterman stated that she wanted time to consider that option. She stated that if the Commission does a referendum they need to set it. She recommended that the decision be made by referendum because she was not comfortable with the Commission making that decision because it should be up to the Town's people.

Commissioner Hockman expressed his concerns and opinions regarding street closures. He stated that he was for traffic calming. He stated that there was a problem with drivers blowing through stop signs and racing down the streets. He stated that the traffic calming methods could be budgeted over the next five years but he'd rather see the issue shelved because he didn't want to see job cuts and raised taxes.

Mayor DuBois stated that she agreed and that she did not want to go forward with anything without a solid plan. She stated that the majority of what she has heard from residents was that they were against street closures. She expressed her concerns with spending money for street closures for budgetary reasons. She stated that she would not vote for street closures.

Vice-Mayor Osterman asked Community Development Director Sullivan what the special assessment would be for each household if all the proposed streets were closed.

Town Manager Davis stated that the costs per household could be calculated once the Commission decides on what they want.

Discussion ensued between the Commissioners regarding the costs and issues regarding the proposed street closures and traffic calming options and whether or not to have another workshop on the issue.

Commissioner Longtin stated that she was not in favor of a referendum and asked why \$20,000 or \$50,000 couldn't be budgeted for street closures and traffic calming. She stated that she didn't really know what was in the budget for this year and whether or not they had equipment purchases or if money could be taken out of something. She stated that until she goes through the process, she doesn't want to just hear a blanket "we don't have it" or hear a comment like "we don't have the money to fix the sprinkler system." She asked "What the heck is going on if we don't have the money to fix the sprinkler system?"

Town Manager Davis stated that if Commissioner Longtin wanted to have the sprinkler system repaired on Flagler Blvd. the Town had reserves that could be used to do so. She explained that the repair of the sprinkler system was not budgeted but there were reserves that could be used to make the repair. She stated that staff was 90% through the budget process and there was no money to budget for street closures or traffic calming devices. She explained that the only way for that to be possible was to raise taxes. She stated that she needed the Commission to understand that the Town was in very bad condition as far

as budgeting for salaries and services. The funds were not there for any capital outlay or construction and she would have to recommend a tax increase in order to do so.

Commissioner Longtin expressed her concerns regarding the fact that there was no money to fix a sprinkler system that has not worked for three years. She also expressed concerns regarding the lack of enforcement for cars running stop signs.

Commissioner Rumsey asked what sprinkler system Commissioner Longtin has been referring to.

Town Manager Davis explained that the sprinkler system that was being referred to was the system at the lower end of Flagler Dr.

Vice-Mayor Osterman stated that she couldn't see traffic calming or sprinkler system repair budgeted anytime soon. She asked for the Finance Director Anne Costello to provide the cost on the tax bills for residents for proposed traffic calming and street closures. She asked that the figures be provided at the same time as the street lighting figures so a decision could be made at the same time for both issues.

Town Manager Davis asked for direction and clarification.

Vice-Mayor Osterman stated that she wanted to know if the Town was to spend a certain amount of money for street closures and traffic calming how much would be on the tax bill and to coincide that figure with the street lighting costs.

Town Manager Davis stated that those figures could be provided.

Vice-Mayor Osterman recommended placing the Flagler Blvd. sprinkler system on the agenda for the Commission so that they could know what the costs would be for the repair and make a decision.

Commissioner Rumsey stated that he agreed with that recommendation.

Commissioner Longtin stated that she was told regardless that the Town did not have the money to make the sprinkler system repair. She stated that the sprinkler system was not working for a great portion of Flagler Blvd. which was one of the main streets in the Town. She stated that it was the broken window philosophy that if your Town looks like garbage you are going to attract garbage into the Town.

Mayor DuBois stated that she did not have light on her street and she would like to know how much it's going to cost to get light on her street after living there for 12 years.

Mayor DuBois asked for a motion to adjourn.

Commissioner Rumsey stated that they could not adjourn because nothing had been decided yet.

Mayor DuBois stated that Vice-Mayor Osterman and Commissioner Longtin wanted financial figures on the street closures and traffic calming options and the sprinkler system repair.

Vice-Mayor Osterman explained that if all of the information requested was received there should be another workshop or it should be placed as a discussion item at a Regular Commission Meeting.

Commissioner Rumsey recommended that the item be placed on the first Commission Meeting in August and be voted as to whether or not the street closure issue be placed on referendum or not.

The Commission came to consensus to place the street closure issue on the first Commission Meeting in August and be voted on as to whether or not it will go to referendum.

ADJOURNMENT

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

Mayor Desca DuBois

Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 2

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

Meeting Date: July 14, 2010

Agenda Item No. 2

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Regular Commission Meeting Minutes of June 16, 2010.

RECOMMENDED MOTION/ACTION: Approve the Regular Commission Meeting Minutes of June 16, 2010.

Approved by Town Manager H. Davis Date: 7/8/10

Deputy Clerk Jordan Spoke Date of Actual Submittal 7/8/10

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, June 16, 2010, 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 16, 2010 at 7:00 p.m. Present were Mayor DuBois, Vice-Mayor Osterman, Commissioners Rumsey, Hockman and Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Vice-Mayor Osterman to approve the Agenda; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0

PUBLIC AND OTHER COMMENTS:

None

Public Comment Closed

CONSENT AGENDA:

1. Traffic Calming and Safety Measures Workshop Minutes of May 26, 2010
2. Regular Commission Meeting Minutes of June 2, 2010
3. Resolution No. 24-06-10 U.S. Department of Justice Grant
4. County Allocation of Justice Grant Funds
5. Palm Beach County Sheriff's Office 6th Addendum to Contract

Public Comment Open.

Chuck Balius 148 Date Palm Dr. - stated that he was completely for traffic calming but not for street closures. He stated that based on the last Traffic Calming Workshop, the Commission did not know what they want. He stated that no one on the Commission was a traffic engineer. He stated that closing off streets and narrowing of streets must meet state requirements and if those requirements are not met the Town could get sued. He recommended that the Commission come up with an idea and give it to Town Manager Davis to handle and find an engineer or consultant to do the work. He stated that he could not support the Town handling the entire project because it would be a "lawsuit waiting to happen".

Public Comment Closed.

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

Vote on Motion:

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

Motion passed 5-0

DISCUSSION AND POSSIBLE ACTION

Auditor Selection

Finance Director Anne Costello explained that the Town had advertised for Audit Services on April 18, 2010 and had received five responses. The Commission appointed an Audit Selection Committee that consisted of two outside professionals and Commissioner Hockman. They met on June 2, 2010 to evaluate the proposals and there was a unanimous recommendation to appoint Nolan, Holt, and Minor as the auditors for the next fiscal year. She stated that the item was brought to the Commission for their action.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Rumsey to approve Nolan, Holt, and Minor as the Town’s auditor for the next fiscal year; Vice-Mayor 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 DuBois	X		

Motion passed 5-0

Red Light Cameras

Town Manager Davis explained that approximately a year and a half ago the Mayor had asked staff to research the red light camera program and at that time there were a lot of lawsuits going on because it had not been settled at the legislative level yet and the Mayor then directed staff to hold off until the legislature addressed the concerns. Recently the concerns were addressed and Commissioner Rumsey then asked that a firm be brought in to discuss the red light camera program. She introduced Emily Griffin and Jeff Slugget of American Traffic Solutions.

Ms. Griffin handed a packet regarding the red light cameras to each of the Commissioners (see Exhibit “A”).

Jeffrey Slugget of Jeffrey Slugget Solutions introduced himself and stated that he was representing American Traffic Solutions. Mr. Slugget gave a brief description of the red light camera program and where and how it could be implemented in the Town.

Mayor DuBois asked if the Town would be responsible for refunding a ticket for a red light right turn.

Mr. Slugget explained that there was some controversy and litigation with regards to red light right hand turns but the legislation addressed it and determined that as long as a person makes a prudent and cautious right turn they shouldn’t be cited. He stated that each jurisdiction would need to look at the definition of that and whether or not they want to use that discretion in citing the right turns or not. He stated that the main concerns would be going straight through a red light or making a left hand turn on a red light.

Mayor DuBois stated that in the packet it showed a problem at Congress Avenue and Park Avenue West and also Congress Avenue and Watertower Rd. She stated that there were no poles at those intersections. She asked for clarification.

Ms. Griffin explained that the cameras would not be installed on the stop lights. She stated that the cameras would be set back from the intersection to capture the rear end of a car. There would be a pole within 100 feet behind the stoplight in order to videotape the intersection.

Mayor DuBois stated that the cameras at intersections could also be a good tool for crime by catching a possible runaway vehicle.

Vice-Mayor Osterman stated that one of the reported benefits of the red light cameras was a reduction in accidents since there would be less cars running lights. The counter argument to that is that it would cause more accidents since cars would slam their brakes for fear of being caught and therefore rear end collisions taking place. She stated that there had been a study done at one particular intersection in West Palm Beach that showed that there was an increase in accidents since the cameras were installed. She asked Ms. Griffin for her views concerning that.

Ms. Griffin explained that her company has been operating programs around the nation for several years and there was 16 years of data that showed right angle collisions typically decrease by 40% over the first few years. When the cameras go into place typically if the rear end collisions increase it is less than 5%. Once everyone knows where the cameras are they know not to slam their brakes.

Commissioner Rumsey asked what qualified Silver Beach Rd. and Congress Rd. and U.S. Highway One and Palmetto Rd. as problem areas or streets.

Ms. Griffin stated that temporary cameras were placed at those intersections and they showed that those intersections had the most red light runners.

Commissioner Rumsey asked how long the cameras were out at those intersections.

Ms. Griffin stated that the cameras were up for 8.07 hours for Silver Beach and Congress Rd. and 8.2 hours for Palmetto Rd. and U.S. Highway One.

Commissioner Rumsey asked how many violations were observed at those intersections.

Ms. Griffin stated that there were 16 violations at Silver Beach Rd. and Congress Avenue and 11 violations at U.S. Highway One and Palmetto Drive.

Commissioner Rumsey asked how the funds were broken down when a fine is issued on a state road.

Ms. Griffin explained that the new fine for a red light citation was \$158.00 and out of that fine \$83 goes to the state and \$75 goes to the Town.

Commissioner Rumsey asked if the south light at Congress Avenue and Silver Beach Rd. in Riviera Beach belonged to the Town.

Community Development Director Sullivan explained that all of the lights at that intersection belonged to the Town.

Commissioner Rumsey stated that Northlake Blvd was a prime location for the red light cameras but was unsure what intersections belonged to the Town.

Ms. Griffin explained that Northlake Blvd. was not tested yet because of that reason. She stated that they would gather all of the data on the other intersections first before testing Northlake Blvd.

Commissioner Rumsey asked if North Palm Beach has looked into red light cameras.

A gentlemen from the audience stated that they were not sure if North Palm Beach had researched red light cameras for their community.

Commissioner Rumsey stated that it would be worthwhile for them to approach the Village of North Palm Beach if there were shared intersections and see if they wanted to work together on that particular corridor.

Community Development Director Sullivan explained that the corporate limits were in the center of Northlake Blvd. so anything east bound would go to Lake Park and anything westbound would go to North Palm Beach.

Commissioner Rumsey stated that the Town limits were not directly down the median. The street is not split in half.

Community Development Sullivan explained that the Town limits were generally in the center of the road.

Commissioner Rumsey asked if the company would monitor the program and send out the fines.

Ms. Griffin explained that the company monitors the cameras and sends out the fines. She explained the process.

Commissioner Rumsey asked what portion of the fine would American Traffic Solutions receive.

Ms. Griffin explained that their portion would come out of the \$75 that the Town receives and that the fee was negotiable.

Commissioner Rumsey asked if Ms. Griffin has seen red light runners decrease over the years and less fine money come to the Town.

Ms. Griffin explained that it was the goal of the program to reduce red light runners but the amount would plateau and drop down typically after one to two years.

Commissioner Longtin asked what the cost to the Town would be for the red light camera program.

Ms. Griffin explained that they do not get paid until the program is operational. There would be no upfront cost.

Commissioner Longtin asked for clarification of "Total with one half rights" which was specified on a spreadsheet that was provided to the Commission.

Ms. Griffin stated that the phrase may have been included in the paperwork in error.

Commissioner Longtin asked if the incidents specified in the paperwork were all red light violations.

Ms. Griffin explained that they were all red light violations and discussed how those violations were determined.

Discussion ensued between Commissioner Longtin and Ms. Griffin regarding specifics of the red light camera program.

Commissioner Longtin asked what the cost for the cameras would be for the Town. She asked Ms. Griffin to provide what the average flat fee was that they charged.

Ms. Griffin stated that the average flat fee was \$4700 per camera per month.

Discussion ensued between the Commissioners and Ms. Griffin regarding the company and the costs and other specifics of the red light program.

Commissioner Rumsey recommended that ATS come back with a report at the last meeting in July.

Mayor DuBois stated that there would be only one meeting in mid-July.

Commissioner Rumsey stated that he would like to get the figures on the red light program so that it could be possibly worked into the budget should the Commission decide to go with the program.

Town Manager Davis stated that the next Commission Meeting would be on July 14th.

Mr. Slugget stated that the Legislation requires that the Town adopt an enabling Ordinance in order to implement a red light camera program.

Commissioner Longtin stated that she would like to see all of the options available.

The Commission came to consensus that ATS would come back with a full presentation that included all options at the next Commission Meeting of July 14, 2010.

Mayor DuBois adjourned the meeting for a five minute recess.

Mayor DuBois reconvened the meeting.

Attorney Thomas Baird explained the reasons and process of the cost studies that would be presented by the engineers for the Town Wide Street Lighting. He explained that they would not be discussing fees in their presentation but their qualifications only.

Consultant Presentations and Selection for Cost Study for Town Wide Street Lighting

Thompson Youngross Engineering

Mr. Andrew Youngross of Thompson Youngross Engineering introduced himself and began his PowerPoint Presentation (see Exhibit "B").

Mr. Youngross discussed and explained an enlarged map of Lake Park (see page 2 of Exhibit "B"). He gave a brief description of the engineering firm and the engineers' experience as well as support staff (see pages 3 through 8 of Exhibit "B"). He gave an overview of "Past Similar Projects" (see pages 9 through 17 of Exhibit "B"). He gave an explanation and examples of "Roadway Lighting" (see page 15 of Exhibit "B"). He discussed and gave examples of different light fixtures, lamp lights and their efficiencies (see pages 16 through 23 of Exhibit "B"). He discussed the "Town of Lake Park's Required Services" (see pages 24 through 30 of Exhibit "B"). He discussed "Existing F&L Roadway Lighting" (see pages 31 through 33 of Exhibit "B"). He discussed "Kelsey Park Lighting" (see page 34 of Exhibit "B").

Commissioner Longtin asked which lamp types had mercury.

Mr. Youngross stated that all of the lamps use mercury. He explained that LED lights are made with hazardous materials but use of them over time would have a less environmental impact than other lamp types. He stated that over the years LED technology would only improve.

Commissioner Rumsey asked if the LED lights could be switched from the existing head to new LED lights as they improve.

Mr. Youngross stated that the LED lights could be switched and explained the process.

Vice-Mayor Osterman asked if the cost of removing the current FPL lighting had been discussed before.

Town Manager Davis stated that the cost was discussed before.

Vice-Mayor Osterman stated that she did not remember it being such a significant cost.

Town Manager Davis explained that there was a problem with the estimate but it was discussed.

Vice-Mayor Osterman asked if the removal and disposal of the FPL lighting was included in the estimate.

Town Manager Davis stated that it was.

Calvin, Giordano & Associates, Inc.

John Downs of Calvin, Giordano & Associates, Inc. introduced himself and began a PowerPoint presentation. He gave a brief background of the company and what services they provide (see page 2 of Exhibit "C"). He gave a description of "Key Personnel's Experience" (see page 3 of Exhibit "C").

Mr. Downs handed the presentation over to Robert Roush, Director of Electrical Engineering. Mr. Roush gave an overview of the "Project Approach" (see page 5 of Exhibit "C"). He gave examples of other lighting projects they have done in the past (see pages 6 through 10 of Exhibit "C").

Mr. Downs concluded the presentation by giving a list of reasons why the Commission should pick CGA as their lighting consultant (see page 12 of Exhibit "C").

Commissioner Rumsey asked if a new grid was created for the City of Sunny Isles Beach Project (see page 6 of Exhibit "C") or did they use the existing grid of lighting.

Mr. Roush explained that photometric calculations were run to show where the lights should be and they were installed accordingly.

Commissioner Rumsey asked if the existing lighting remains in place until the new lighting is installed and working properly.

Mr. Roush stated that the existing lighting is not removed until the new lighting is installed and functional.

John Searcy & Associates

Mr. Searcy introduced himself and gave a brief background and history of the firm as well as the Agenda of the presentation (see page 2 of Exhibit "D"). He gave examples of "Recent Community Lighting Studies" (see pages 4 through 7 of Exhibit "D"). He gave examples and descriptions of different lighting fixtures (see pages 8 through 24 of Exhibit "D"). He spoke about the "Availability of Qualified Personnel" (see page 25 of Exhibit "D") He discussed and reviewed the steps for "Quality Control" of the project (see page 26 of Exhibit "D"). He reviewed the "Past Performance and Support of Local Governments" (see page 27 of Exhibit "D"). He explained how they would "Maintain Effective Communications" (see page 28 of Exhibit "D"). He reviewed and discussed

“Scheduling” (see page 29 of Exhibit “D”). He explained and discussed the “Knowledge/Understanding of the Town of Lake Park” (see page 30 of Exhibit “D”).

Vice-Mayor Osterman asked that Mr. Searcy allay her concerns regarding the distance of the firm from the Town.

Mr. Searcy explained that they have done other projects that were of great distance. He stated that one of the firm’s staff travels three hours twice a week to Cape Cod. He stated that they currently have an emergency project taking place in Ft. Lauderdale which is even further away from the firm than Lake Park.

Vice-Mayor Osterman expressed her concerns with the project. She stated that she wanted to get Commissioner Longtin and Commissioner Hockman’s view points as well as confirmation from the other Commissioners on the lighting project and whether or not it should go to referendum. She stated that it would be a great injustice to spend money on a consultation and then not put the project forward to referendum.

Mayor DuBois stated that she did not have a problem with the lighting project going to referendum. She felt that the new lighting was needed.

Commissioner Rumsey stated that he was 100% in favor of the Town Wide Street Lighting Project.

Commissioner Longtin stated that she was elated that the project was happening. She stated that she had some concerns. She asked if they could ask FPL to install additional poles.

Town Manager Davis stated that it would be cost prohibitive. She asked CRA Development Director Richard Pittman to explain.

Mayor DuBois asked Vice-Mayor Osterman if she was for the lighting project going to referendum.

Vice-Mayor Osterman explained that she was in favor of the lighting program going to referendum but had a concern about the situation with the LED lighting versus energy efficient and the fact that there was not a lot of data so far on LED lighting. She expressed her concerns with the cost to the residents in taxes. She stated that she wanted it to go to referendum and have the residents decide. She stated that she was in favor of a green lighting system.

Commissioner Hockman stated that he had a mixed feeling about the project. He stated that he was for street lighting. He stated that there were other options for the new lighting. He explained that the current FPL lighting system was a very old system and needed to be replaced. He stated that another option was to replace the system with a newer FPL system. He discussed the pros and cons of that option versus the LED lighting. He stated that he was for the modification of the lighting in the Town. He stated that before it was put to referendum the Commission needed to decide on what to

do. He stated that if there was definite design and plan and a couple of options for the residents he would be for the referendum.

CRA Project Manager Richard Pittman stated that FPL would be happy to design and construct the street lighting system for the Town. He stated that the least expensive system would be an overhead wired system on a wooden pole with a cobra head fixture. He explained that FPL was happy to install a new system on Bayberry Dr. and they designed a new system, but the Commission had begun discussing an LED system of which a prototype was installed on Bayberry Drive. The FPL poles would be close to \$20 per month per pole which included all maintenance and electricity. The system constructed on Bayberry Drive cost \$40,000 but part of that cost was the service panel which would service 30 more lights. He stated that the cost for the LED poles was \$30 per month total for all six poles.

Commissioner Rumsey asked if the bill for the LED system was \$30 total for the six poles.

CRA Project Manager Pittman explained that the LED system had so far cost \$30 total for the six poles. He stated that FPL used rates that were approved by the Florida Public Service Commission and those rates were not negotiable. He stated that FPL also does not offer an LED fixture yet. He explained that the bill with FPL would be continuous and the Town would not have control over the fees. He stated that concrete poles if not hit by a car or a category 5 hurricane would last over 40 years. He stated that the initial cost to install the LED lighting would initially cost more to install but would eventually be paid for and cost less over the long run.

Discussion ensued between the Commissioners regarding the need for the Cost Study Analysis for the Town-Wide Street Lighting.

Commissioner Longtin stated that she agreed with Vice-Mayor Osterman's concerns.

Mayor DuBois clarified that there could not be a plan unless they have a study and cannot have a study unless they choose among the consultants who made their presentations.

Vice-Mayor Osterman asked for an approximate figure of what the study would cost.

Commissioner Hockman asked if the study had been budgeted for and what the approximate cost would be.

Town Manager Davis explained that the fees for the engineering could be taken out of Contingency or Reserves. She stated that the plan was to reimburse either Contingency or Reserves once they go to referendum. She stated that the Commission had received a schedule showing what the cost would be per household. She stated that it would either be a bond or loan and if the electorate chooses to tax themselves to install the lighting an education process would be done. The reason for the cost study was to have options and cost proposals for each option.

Commissioner Hockman asked if there was a ballpark number in mind.

Town Manager Davis stated that staff would negotiate the fee and the Commission would make the ultimate decision before anything was done.

Vice-Mayor Osterman continued to express her concerns and stated that she was afraid that they may install the LED lighting two years too soon.

Commissioner Longtin stated that she agreed with Vice-Mayor Osterman's concerns and would hope the lighting system could be retrofitted to accommodate any updated lighting fixtures.

Mayor DuBois stated that she was comfortable with Calvin, Giordano, & Associates as her first choice, Searcy would be second and 3rd Thompson Youngross Engineering.

Commissioner Rumsey stated that his first choice was John Searcy & Associates, Calvin Giordano & Associates, and 3rd would be Thompson Youngross Engineering.

Commissioner Longtin stated that she agreed with the Mayor's order of choice for the lighting consultants.

Vice-Mayor Osterman stated that her first choice was Thompson Youngross Engineering, 2nd would be Calvin, Giordano & Associates and lastly John Searcy & Associates.

Commissioner Hockman stated that his first choice was Thompson Youngross Engineering, 2nd would be Calvin, Giordano & Associates and lastly John Searcy & Associates.

Town Manager Davis read the rankings that each Commissioner gave for each lighting consultant.

Discussion ensued on how to rank and determine the winning consultant.

It was determined that the consultant who received the lowest number would be in 1st place.

Town Manager Davis stated that John Search & Associates received a ranking of 11, Thompson Youngross Engineering received 11, and Calvin, Giordano & Associates received a ranking of 8.

Town Attorney Baird stated that there would need to be a 2nd place consultant in case negotiations fell through with the 1st place person.

Commissioner Rumsey and Mayor DuBois voted for John Searcy & Associates as the 2nd place consultant.

Vice-Mayor Osterman, Commissioner Hockman, and Commissioner Longtin chose Thompson Youngross Engineering as the 2nd place consultant.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Osterman to approve the beginning of negotiations for a cost study analysis with Calvin Giordano and Associates, with Thompson Youngross Engineering in 2nd place and John Searcy & Associates in third; Commissioner Rumsey made the second.

Vote on Motion:

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

Motion passed 5-0

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Rumsey thanked Marina Director Mike Pisano and Recreation Director Greg Dowling for the work on the Marina event that took place over the last weekend. He also thanked the Department of Environmental Protection, Sea Tow of Palm Beach, Lagoon Keepers, and the Coastguard Auxillary for their work on the event. He thanked Art Gallery Manager Crista Eide for her work on the Art on Park Event. He thanked staff for their work on the Volunteer Dinner.

He asked Attorney Tom Baird if the Commissioner's were billed for e-mail. He stated that he noticed charges on the last bill and he did not notice if they had been charged before.

Attorney Baird explained that he has always charged for e-mails.

Commissioner Longtin thanked the Sheriff's Office for compiling the crime statistic information that was presented at last night's workshop. She stated that staff at the Library have been provided with discs that have Commission Meeting Agendas on them for anyone who was interested in reviewing those Agendas.

Vice-Mayor Osterman stated that many members of the community would be happy to hear that the Town's Special Magistrate has denied two applications for Reasonable Accommodations/Sober Houses. She requested that the Commission approve a

presentation for an upcoming meeting by the person who was currently running the Community Garden. She stated that she told him that she would ask the Commission for approval and then he could contact the Town Manager for scheduling.

Mayor DuBois stated that she thought that was a great idea.

Vice-Mayor Osterman announced that another fishing tournament would take place at the Marina that weekend and would include family friendly events. She stated that the announcement was on the Town's website.

Town Clerk Vivian Lemley stated that the weigh in at the tournament was at 3 p.m.

Town Manager Davis stated that she believed the event would start at 10 a.m.

Commissioner Hockman thanked the Marina staff for the great Marina event over the past weekend.

Mayor DuBois stated that the Marina event was wonderful and congratulated Art Gallery Manager Crista Eide for a wonderful event at Art on Park as well.

Attorney Baird reviewed the recent developments regarding the Reasonable Accommodations Hearing wherein sober house applications were denied. He congratulated the public for their vigilance in following up and voicing their concerns on those houses. He gave an update on the two Sevino sober house applications. He stated that they were on appeal and he believed that the Town would prevail.

Town Manager Davis stated that plant material that was in the line of view at the Clock Tower on Park Avenue was addressed and taken care of. She thanked Chris Price for bringing it to their attention.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Osterman and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 10:03 p.m.

Mayor Desca DuBois

Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 3

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

Meeting Date: July 14, 2010

Agenda Item No. 3

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

SUBJECT: Showcase Communities Grant from Environmental Protection Agency

RECOMMENDED MOTION/ACTION: Approve submission of funding proposal

Approved by Town Manager W. Davis Date: 7/8/10

Virginia Martin, Grants Writer
Name/Title

July 6, 2010
Date of Actual Submittal

Originating Department: Grants	Costs: \$ \$150,000 Funding Source: \$100,000 Grant; \$50,000 In-Kind, Stormwater Acct. #	Attachments: Resolution
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input checked="" type="checkbox"/> Grants <u>GA</u> <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>GA</u> Please initial one.

Summary Explanation/Background: The US Environmental Protection Agency has a grant that can be used for strategic planning for projects that will allow communities to be more economically viable, environmentally sound, and on track with sustainable development strategies. In Lake Park's case, these projects could include the Lake Shore Drive Stormwater Drainage Project, Park Avenue Project, the

Community Center, increasing the number of trees in the parks and in the neighborhoods, the street lighting project, the railroad station in town, creating the arts district, and working to attract green industries to our bio-science park. The Climate Showcase Communities grant will allow residents and the Commission to plan and prioritize various strategies that will allow the community to become more sustainable and economically viable. We would become a demonstration project showing how small communities making a difference in climate change.

The 50% match (\$50,000) required by the grant would be provided as follows:

Meeting Space for 3 Saturday workshops	600.00
Copy costs for project materials, agendas etc.	2,800.00
Grant Administration	15,000.00
Departmental Participation (Sr. Staff)	13,708.00
Clerical Support (Intern)	<u>17,892.00</u>
Total	<u>\$50,000.00</u>

RESOLUTION NO. 25-07-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MANAGER TO SUBMIT A CLIMATE SHOWCASE COMMUNITIES GRANT PROPOSAL TO THE ENVIRONMENTAL PROTECTION AGENCY FOR STRATEGIC PLANNING THAT WILL ALLOW THE TOWN OF LAKE PARK, FLORIDA INCORPORATE GREEN, SUSTAINABLE STRATEGIES IN ITS DEVELOPMENT PLANS FOR THE FUTURE.

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

WHEREAS, the Town desires to implement strategies that will improve both the economy and the quality of life for residents and visitors in the community; and

WHEREAS, the Environmental Protection Agency has released a Climate Showcase Communities Request for Proposals that will fund up to \$100,000 for strategic planning that will lead to a reduction in green house gas emissions, sustainable communities, and environmentally friendly development; and

WHEREAS, the Town of Lake Park has a number of projects that would allow the community to reduce green house gases (i.e. a street lighting project, various stormwater projects, increasing the tree canopy to 30%, building a community center, locating a train depot in town), and similar strategies that need to be planned and prioritized; and

WHEREAS, the Town of Lake Park wishes to provide for the logical implementation of projects that will make our community more sustainable, more economically viable, and that will help reduce the green house gas emissions.

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

SECTION 1. The Town Commission authorizes and directs the Manager to
submit the funding proposal to the Environmental Protection Agency.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

TAB 4

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

Meeting Date: July 14, 2010

Agenda Item No. 4

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

SUBJECT: Palm Beach County Local Mitigation Strategic Plan

RECOMMENDED MOTION/ACTION: Staff recommends adoption

Approved by Town Manager Al. Lewis Date: 7/8/10

Virginia Martin, Grants Writer
Name/Title

July 1, 2010
Date of Actual Submittal

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

Summary Explanation/Background: In order to apply for funding to mitigate hazards and damage from hurricanes, flooding, and other natural and man-made disasters, the Town of Lake Park must have a local mitigation strategy developed and updated at least once every 5 years. Due to the intricacy and expense involved in creating one of these plans (that will pass review by the Federal Emergency Management Agency and the Florida Division of Emergency Management, most municipalities participate in the development of a County-wide, multijurisdictional plan that

includes plans and projects for the individual municipalities as well as the County. Town Staff participated in the development of the 2009 Palm Beach County Unified Local Mitigation Strategy, which is now ready for adoption by the Town Commission.

RESOLUTION NO. 26.07.10

A RESOLUTION ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TOWN OF LAKE PARK TO APPROVE AND ADOPT THE 2009 REVISED PALM BEACH COUNTY UNIFIED LOCAL MITIGATION STRATEGY PLAN; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Palm Beach County is susceptible to a variety of natural and man-made disasters; and

WHEREAS, the Disaster Mitigation Act of 2000 was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local and Indian tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

WHEREAS, the Disaster mitigation Act of 2000, as a condition for qualifying for and receiving future Federal mitigation assistance funding, requires such governments to have Federal Emergency Management Agency approved hazard mitigation plans in place that identify the natural hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

WHEREAS, Palm Beach County's Local Mitigation Strategy, in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of natural disasters, and with input from the private sector and other members of the public, developed and revised the Palm Beach County Unified Local Mitigation Strategy; and

WHEREAS, the 2009 revised Unified Local Mitigation Plan has been approved

by the Florida Division of Emergency Management and the Federal Emergency Management Agency, and adopted by the County Board of County Commissioners; and

WHEREAS, the Local Mitigation Strategy Steering Committee recommends the formal adoption of the 2009 Revised Unified Local Mitigation Strategic Plan, including planned future enhancements described therein, by the County and all 38 participating municipalities.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Town of Lake Park hereby approves and adopts the 2009 Revised Unified Local Mitigation Strategy Plan (attached hereto as Exhibit A) in its entirety, as revised by the Local Mitigation Strategy Steering Committee and approved by the Palm Beach County Board of County Commissioners, the Florida Division of Emergency Management and the Federal Emergency Management Agency.

Section 3. The Town of Lake Park authorizes the appropriate Lake Park Officials to pursue available funding opportunities for implementation of proposed mitigation initiatives described in the Plan, and upon receipt of such funding or other necessary resources, seek to implement the actions in accordance with the mitigation strategies set out by the plan.

Section 4. The Town of Lake Park will continue to support and participate in the Local Mitigation Strategic planning and implementation process as required by Federal Emergency Management Agency, the Florida Division of Emergency Management, and the Palm

Beach County Local Mitigation Strategic Plan Steering Committee.

Section 5. The Town Commission directs the Town Clerk to transmit an original of the executed Resolution to the Palm Beach County Division of Emergency Management, attention Local Mitigation Strategy (LMS) Coordinator (561-712-6481), for filing in the Office of the Clerk and Comptroller.

Section 6. This Resolution shall become effective immediately upon passage.

TAB 5

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

Meeting Date: July 14, 2010

Agenda Item No. **5**

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

SUBJECT: REPLACEMENT OF SIDEWALKS AND DRIVEWAY TURNOUTS AT VARIOUS LOCATIONS THROUGHOUT THE TOWN INCLUDING THE CRA DISTRICT.

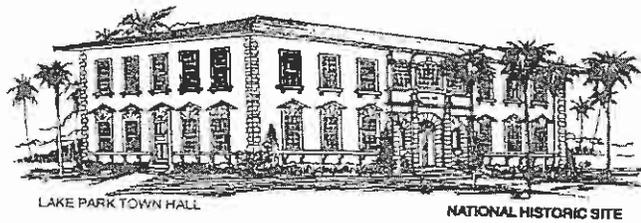
RECOMMENDED MOTION/ACTION: Approve the low bid received from American Concrete Enterprise, Inc. in the amount of \$22,079.22 for concrete projects throughout the Town.

Approved by Town Manager *D. Hunt* Date: *7/8/10*
Dave Hunt, Public Works Director July 7, 2010
 Name/Title Date of Actual Submittal

Originating Department: Public Works	Costs: \$22,079.22 Funding Source: General Fund and CRA Fund Acct. #'s: 190-54-541-190-63050 and 110-55-552-520-46010 respectively	Attachments: Memo to Town Manager giving addresses of replacement work and list of contractor's quoted prices with cost break outs for each account number.
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works <u><i>GDH</i></u> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required At This Time	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>GDH</i></u> Please initial one.

Summary Explanation/Background: The '09-'10 F.Y. Budget contained line items for sidewalk improvements. These funds are being used to replace sidewalks that are broken and deteriorated to the point of creating a liability for the Town. Three bids were solicited and the lowest bidder is being recommended to perform the work.

The Town of Lake Park



"Jewel" of the Palm Beaches

MEMORANDUM

Date: July 7, 2010
To: Maria Davis, Town Manager
From: Dave Hunt, Public Works Director
Subject: Sidewalk Replacement Project; Various Locations

Public Works Staff has identified some of the sidewalks that are most in need of replacement throughout the Town. We propose using funds in the amount of \$14,426.55 from the Streets and Roads, Improvements – Sidewalks account (190-54-541-190-63050) to remove and replace sidewalks at the following locations:

- 532, 538, and 555 Bay Berry Drive
- 319 and 406 4th Street
- North side of the property located at 509 US Highway 1
- 616, 634, and 638 Evergreen Drive
- 344, 406, and 437 Hawthorne Drive
- 332 and 340 Park Avenue
- 136 E. Jasmine Drive
- 132 Foresteria Drive
- 209 Cypress Drive
- 255 Date Palm Drive
- 1021 Seminole Boulevard

In addition, we propose using funds in the amount of \$7,652.67 from the CRA, Repair and Maintenance – Sidewalks account (110-55-552-520-46010) to remove and replace sidewalks and driveway turnouts at the following locations:

- East side of the property and the located at 700 Park Avenue
- The alley behind Park Avenue at 7th Street
- The 7th Street easement
- 101 10th Street

Public Works solicited bids from the following contractors to perform this work (see attached):

- | | |
|--------------------------------------|-------------|
| - American Concrete Enterprise, Inc. | \$22,079.22 |
| - Orf Concrete | \$23,912.58 |
| - Rustys American Concrete | \$68,995.00 |

Based upon their low bid and past performance with the Town, we recommend awarding the contract to American Concrete Enterprise, Inc.

Department of Public Works

650 Old Dixie Highway, Lake Park, Florida 33403 * (561) 881-3345 * Fax: (561) 881-3349

E-mail: publicworks@lakeparkflorida.gov

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

Estimate

DATE
7/1/2010

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

TERMS	PROJECT
CITY PAY SCHED.	

ITEM	DESCRIPTION	QTY	COST	TOTAL
CITYWALK	SIDEWALK REPLACEMENTS AT VARIOUS LOCATIONS IN LAKE PARK AS DESCRIBED ON THREE SHEETS DATED 6/14/10 & 6/15/10 ISSUED BY LAKE PARK			
CITYWALK	ADDITIONAL CONCRETE @ 101 10th ST			
CITYWALK	4" CITYWALK SQ FT	2,054	5.24	10,762.96
HC	6" CITYWALK SQ FT	791	6.24	4,935.84
	H/C STAMP INC. TOOL, RELEASE, & LABOR. STAIN BY OTHERS	9	0.10	0.90
CITYWALK	6" CITYWALK @ 101 10th ST SQ FT	180	6.24	1,123.20
APRON	6" APRON / TURNOUT @ 101 10th ST SQ FT	618	6.24	3,856.32
MISC	LIT BARRICADES @ 101 10th ST CONSTRUCTION W/INFORMAL WRITTEN M.O.I.	1	400.00	400.00
MISC	UPGRADE TO 4000 PSI CONCRETE @ 101 10th ST FOR REQUIRED BUSINESS ACCESS	1	250.00	250.00
MISC	SECOND MOBILIZATION @ 101 10th ST FOR REQUIRED BUSINESS ACCESS	1	750.00	750.00
	AMERICAN CONCRETE ENT. TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NEEDED TO REMOVE, DISPOSE OF, FORM AND POUR CONCRETE WALKS AND TURNOUTS AS INDICATED ON BID INFORMATION ISSUED BY LAKE PARK			
TOTAL				\$22,079.22

FAO COVER FEET

AMERICAN CONCRETE ENTERPRISE
1020 POWELL DR.
RIVERIA BEACH FL 33404
561-840-8884

Send to: TOWN OF LAKE PARK	From: PAUL MACDONALD
Attention: DAVID HUNT	Date: 7/2/2010
Office Location:	Office Location:
Fax Number: 561-840-6878	OFFICE NUMBER 561-840-8884

Total pages, including cover: 2

Please find the attached consolidated quote for sidewalk and turnout repairs

700 park ave east side has 76.25 sq ft of 4" @ 5.24/sq ft = \$399.55

7TH alley has 50 sq ft of 6" @ 6.24/sq ft = 312.00

7TH st easement has 90 sq ft of 6" @ 6.24/sq ft = 561.60

Total cost for these three areas

\$1273.15

If additional areas of citywalk that are similar in nature to this project are added, the cost would be the same unit cost for 6" and 4" citywalk.

Thank You
Paul MacDonald
C 561-722-7521

CRA
DISTRICT
BREAK OUT

HOME PHONE
(561) 547-4608

6/23/2010

ORF CONCRETE

1830 HYPOLUXO ROAD
SUITE 125 B
LANTANA, FLORIDA 33462

JUNE 14, 2010

TOWN OF LAKE PARK

ATTN : HOWARD BUTTS

LABOR & MATERIALS TO REPAIR BROKEN AND CRACKED
SIDE WALKS THROUGHOUT NEIGHBORHOOD :

- 1). SAW CUT CONCRETE SIDE WALKS IN SECTIONS FOR REMOVAL
APPROX. 3015.54sq.ft.(5'x5' SECTIONS) AND HAUL AWAY.
- 2). FROM UP REMOVED AREAS SOME AT 4"DEEP AND SOME
AT 6"DEEP ON COMPACTED SOIL AND REMOVE ANY ROOTS
THAT ARE VISIBLE.
- 3). FIX ANY SPRINKLER LINES THAT MIGHT GET BROKEN
DURING REMOVAL BY ORF CONCRETE.
- 4). PLACE & FINISH 3000psiCONCRETE WITH BROOM FINISH
AND GROOVE EVERY 5'.
- 5). STRIP FORMS AND CLEAN UP ALL DEBRIS MADE BY ORF
CONCRETE.
- 6). ALSO STAMP ADA DOME STAMP WHERE CONCRETE MEETS
ROADWAY APPROX. (0) AREAS.

LOCATIONS OF SIDE WALK REMOVAL

319 4th ST., 532,538,555 BAYBERRY DR.,509 US-1 NORTH SIDE,
406 4th ST., 616 ,634 & 638 EVERGREEN DR., 136 E. JASMINE DR.,
344,406 & 437 HAWTHORNE DR., 132 FORESTERIA DR.,
209 CYPRESS . 255 DATE PALM 1021 SIMINOLE DR.. 700 PARK
AVE. EAST SIDE, 7th ST. ALLEY BEHIND 700 PARK AND 7th ST.
AVE. EAGMENT, 332 & 340 PARK AVE.

TOTAL : \$19,002.58

ACCEPTANCE OF PROPOSAL _____

signature

PROPOSAL GOOD FOR 30DAYS , 50% DEPOSIT IS DUE UPON
AGREEMENT AND FINAL 50% DUE WHEN COMPLETED.

HOME PHONE
(561) 547-4608

7/1/2010

ORF CONCRETE

1830 HYPOLUXO ROAD
SUITE 125 B
LANTANA, FLORIDA 33462

JUNE 14, 2010

TOWN OF LAKE PARK

ATTN : HOWARD BUTTS

LABOR & MATERIALS FOR (2) NEW CONCRETE APRON
AT 101 10th STREET APPROX. 790sq.ft.

- 1). REMOVE (2) ASPHALT APRON AND SIDE WALKS AND HAUL AWAY.
- 2). FORM UP REMOVED AREAS AT 6"DEEP WITH EXPANSION JOINT ON BOTH SIDES OF WALK WAY.
- 3). PLACE & FINISH 3000psiCONCRETE WITH BROOM FINISH AND TOOL JOINT.
- 4). FLAG MEN AND CONES TO BE ON SITE WHEN CONSTRUCTION IS BEING DONE.
- 5). THIS PRICE IS TO DO BOTH APRONS AT THE SAME TIME.

TOTAL : \$4,740.00

NOTE IF LIT BARRICADES AND SIGNS NEED TO BE ON SITE DURING CONSTRUCTION ADDITIONAL \$1,000.00 IS TO BE ADDED TO PRICE THIS COST IS FOR A ONE WEEK ONLY.

AND IF YOU DECIDE TO GO WITH 4000psiCONCRETE INSTEAD OF 3000psiCONCRETE ADD \$170.00 TO THE PRICE .

ACCEPTANCE OF PROPOSAL

signature

PROPOSAL GOOD FOR 30DAYS , 50% DEPOSIT IS DUE UPON AGREEMENT AND FINAL 50% DUE WHEN COMPLETED.

RUSTYS AMERICAN CONCRETE
 10561 159TH COURT N.
 JUPITER FL 33478
 561 744 9118

494801

NAME <i>Town of Lake Park</i>				SHIP TO <i>Attn. Howard</i>			
ADDRESS				ADDRESS <i>722-9379</i>			
CITY, STATE, ZIP				CITY, STATE, ZIP			
ORDER NUMBER	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE <i>6/14/10</i>	
QUANTITY	DESCRIPTION					PRICE	AMOUNT
	<i>To provide labor + material to complete, scope of work for sidewalk repair + replacement*</i>						
	<i>Inc. Concrete, Balcon + dumptruck all forms, labor + equipment necessary to complete total replacement.</i>						
	<i>Total</i>					<i>\$</i>	<i>55,080.00</i>
	<i>Thanks Krusty</i>						
BUYER:							

RUSTYS AMERICAN CONCRETE
10561 159TH COURT N.
JUPITER FL 33478
561 744 9118

331285

ATTN: DAVE HUNT

NAME DEPT. OF PUBLIC WORKS				SHIP TO PH 881-3345			
ADDRESS 650 Old Dixie Hwy				ADDRESS FAX 881-3349			
CITY, STATE, ZIP LAKE PARK FL 33403				CITY, STATE, ZIP CELL 561-772-9379			
ORDER NUMBER	DEPARTMENT	SALES PERSON	WHEN SHIP	TERMS	HOW SHIP	DATE 6/30/10	
QUANTITY	DESCRIPTION					PRICE	AMOUNT
	Quote per memorandum June 28 2010						
	LABOR AND MATERIAL TO REMOVE EXISTING CONCRETE. FORM POUR AND FINISH WITH LIGHT BROOM. SET SWELL TO PROPER HEIGHT. SET POLES AND VALVE BOX.						
	INC. ALL MATERIALS AND LABOR						
	NORTH TURNOUT					\$	6,725.00
	SOUTH TURNOUT					\$	7,190.00
	TOTAL					\$	13,915.00
	Thanks, Rusty						
BUYER: 							

TAB 6

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

Meeting Date: July 14, 2010

Agenda Item No.

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

SUBJECT: MODIFICATIONS TO SIGN CODE SECTION 70-103(3)(E)(10).

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *W. G. Lewis* Date: *7/9/10*

Patrick Sullivan CD Director
Nadia Di Tommaso, *Planner* for Patrick Sullivan
Name/Title

6-30-2010
Date of Actual Submittal

Originating Department: <i>Community Development Department</i>	Costs: \$ Funding Source: Acct. #	Attachments: <i>Ordinance</i>
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone Or ND (6/30/2010) Not applicable in this case <u>n/a</u> Please initial one.

Summary Explanation/Background: The Town would like to extend its welcome to new businesses by modifying Section 70-103(3)(e)(10) to provide for more flexible, less onerous regulations for temporary new business signage. As a benefit to new businesses, the new language will waive permit fees for temporary new business signs and would further the community's awareness of new businesses in Town, by eliminating the additional burden to new businesses of having to follow stringent guidelines and pay permit fees on a temporary basis only.

ORDINANCE NO. 07-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e)(10) OF CHAPTER 70, ARTICLE IV, PERTAINING TO TEMPORARY SIGNS; PROVIDING FOR THE WAIVER OF PERMIT FEES FOR TEMPORARY SIGNS ANNOUNCING THE OPENING OF A NEW BUSINESS OR A CHANGE IN THE OWNERSHIP OF AN ESTABLISHED BUSINESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Town Manager has recommended that the Town Commission amend Town Code, Chapter 70, Article IV, Section 70-103(3)(e)(10), to waive permit fees for Temporary signs as defined in Chapter 70 of the Town Code; and

WHEREAS, the Town Commission has determined that waiving permit fees for Temporary signs would be of benefit to new businesses in the Town; and

WHEREAS, the Town Commission has determined that waiving permit fees for Temporary signs would further the public's health, safety and general welfare.

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

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

Section 2. Chapter 70, Article IV, Section 70-103(3)(e)(10) of the Town Code is hereby amended to read as follows:

ARTICLE IV. SIGN REGULATIONS.

Sec. 70-103. Permitted Signs.

3. *Temporary Signs*

(e) *Temporary signs for commercial special events.* Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, etc., shall be permitted in addition to other signs which may be permitted on the lot where located. Such signs shall not remain in place for more than seven consecutive days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102(9). Application for temporary event signage must be accompanied by a special event application.

(10) Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business. Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Such signs shall not remain in place for more than 60 days ~~commencing immediately upon the opening of a new business or the change of ownership of an established business.~~ Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102(9) and shall be exempt from any permit fee. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00, fine together with an assessment of the town's administrative costs.

Section 3. Severability.

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

Section 4. Codification.

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

Section 5. Repeal of Laws in Conflict.

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

Section 6. Effective Date.

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

TAB 7

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

Meeting Date: July 14, 2010

Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Red Light Cameras

RECOMMENDED MOTION/ACTION:

Approved by Town Manager W. Davis Date: 7/8/10

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background: In the event that the Town Commission chooses to implement a Red Light Camera Program, the attached ordinance provides for the Town to exercise its option under Florida Statute Section 316.008 (2010) to use traffic infraction detectors within its jurisdiction to enforce the Sections 316.074(1) and 316.075(1)(c)1 of the Florida Statutes.

ORDINANCE NO. 08-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA TO AUTHORIZE THE INSTALLATION OF TRAFFIC INFRACTION DETECTORS INSTALLATIONS; PROVIDING THAT THE TOWN COMMISSION MAY IDENTIFY THE SPECIFIC LOCATIONS OF THE TRAFFIC INFRACTION DETECTORS BY SEPARATE RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES, OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature passed CS/CS/HB325 during its 2010 Legislative Session authorizing the use by local governments of red light cameras to detect certain traffic infractions and to enforce certain provisions of Chapter 316, Florida Statutes relating to red light violations; and

WHEREAS, the Governor of the State of Florida signed CS/CS/HB325 into law on or about May 14, 2010, resulting in the Law of Florida, 2010-80 taking effect on July 1, 2010; and

WHEREAS, the Town Commission] of the Town of Lake Park recognizes that drivers who fail to comply with certain provisions of Chapter 316, Florida, specifically pertaining to infractions involving the failure to obey the laws governing red lights can be dangerous to the motoring public; and

WHEREAS, local governments throughout the State of Florida and the United States of America have successfully implemented cameras to detect traffic infractions which has resulted in increased public safety; and

WHEREAS, the Town Commission has relied upon studies from Florida and other States which finds that the use of traffic infraction detectors (cameras) to enforce red light violations will improve public safety; and

WHEREAS, the Town Commission finds that the use of traffic infraction detectors furthers the intent of the Legislature's amendments to Chapter 316, Florida Statutes and will allow for the more efficient use of the Town's law enforcement personnel throughout the Town; and

WHEREAS, the Town Commission finds that it is appropriate to exercise its local option to implement traffic infraction detectors to enforce the State Uniform Traffic Code, and

WHEREAS, the Town Commission finds that the implementation of Laws of Florida, 2010-80 would further the public's health, safety, and general welfare.

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

Section 1. The WHEREAS clauses are hereby ratified and confirmed as being true and correct and shall serve as the Commission's legislative findings.

Section 2. The Town Commission hereby exercises its option under Florida Statute Section 316.008 (2010) to use traffic infraction detectors within its jurisdiction to enforce the Sections 316.074(1) and 316.075(1)(c)1 of the Florida Statutes.

Section 3. Upon the Commission's agreement to enter into a contract the Town Manager is authorized to implement the provisions and requirements of Law of Florida, 2010-80 within the Town, including but not limited to, the implementation of traffic infraction detectors at locations to be determined through a resolution of the Town Commission.

Section 4. Severability. If any part of this ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts shall continue to be in full force and effect.

Section 5. Repeal of Ordinances in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed. All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect.

Section 6. Codification. The provisions of this ordinance shall become and be made a part of the Town Code of Ordinances and the sections of this ordinance may be renumbered and codified to accomplish this end.

Section 7. Effective Date. This ordinance shall take effect immediately upon its passage and approval, consistent with all requirements of general law.

ORDAINED BY THE TOWN OF LAKE PARK, FLORIDA, THIS _____ DAY OF _____, 2010.

Desca DuBois, Mayor

ATTEST:

{SEAL}

{CLERK}

I. DEFINITIONS

As used in this **Agreement**, the following terms shall have the respective meanings provided below:

1. "**Approach**" means one (1) direction of travel or one (1) or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Camera System**" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a **Violation** on up to four (4) contiguous lanes which records such data with one (1) or more images of the rear of the vehicle involved in the **Violation**, the vehicle's license tag, and the traffic signal being violated, together with streaming video of the **Violation**. "**Camera System**" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis System is stationed.
3. "**Notice of Violation**" means a written notice of a **Violation** or equivalent instrument issued by or on behalf of **Customer** relating to a **Violation** documented or evidenced by the Axis System.
4. "**Owner**" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
5. "**Person**" or "**Persons**" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
6. "**Project Time Line**" means initial schedule and timelines required to begin the implementation of **Customer's** project.
7. "**Project Business Process Work Flow**" means initial schedules and timelines required to begin the implementation of City's project.
8. "**Recorded Image**" means an image digitally recorded by a "**Camera System**".
9. "**Traffic Control Signal**" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.
10. "**Traffic Infraction Enforcement Officer**" means an employee of **Customer's** police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
11. "**Uniform Traffic Citation**" means a uniform traffic citation as described in Section 316.650 of the Florida Statutes.
12. "**Violation**": Means a violation of Section 316.074(1) or Section 316.075(1)(c)1 of the Florida Statutes involving a motor vehicle.
13. "**VIMS (Violation Incident Monitoring System) Analysis**": A statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for an intersection safety camera system.

II. GENERAL TERMS AND CONDITIONS

1. **ATS AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 1.
2. **CUSTOMER AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 2.
3. **TERM AND TERMINATION:**
 - 3.1 The term of this **Agreement** shall be for five (5) years beginning on the date of first issued **Notice of Violation** from the last installed Camera System in the first authorized

phase of Camera Systems (the "Start Date") and may be automatically extended for successive five (5) year periods. However, **Customer** may terminate this **Agreement** at the expiration of any term by providing written notice of its intent not to extend the **Agreement** one hundred and twenty (120) days prior to the expiration of the current term.

3.2 **ATS' services may be terminated:**

- (i) By mutual written consent of the parties;
- (ii) For Cause, by either party where the other party fails in any material way to perform its obligations under this **Agreement**. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) For Legal Reasons, by either party in the event that state legislation or a decision by a court of competent jurisdiction against a party that prohibits the enforcement of **Violations** using image-capture technology. In any termination for legal reasons, **ATS** shall be entitled to recover from Customer all of **ATS's** costs associated with its performance under this Agreement from the date of its execution to the date of its termination to the extent that **ATS** has not already recovered the sum of those costs through Customer's payment of Fees to **ATS** pursuant to Section 5 and Exhibit A of this Agreement.

Upon termination of this **Agreement** for any reason, the parties recognize that **Customer** will have to process traffic law violations in the "pipeline", and that **ATS** accordingly must assist **Customer** in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: **Customer** shall cease using the Axis System, shall return or allow **ATS** to recover all provided equipment within a reasonable time not to exceed one hundred and twenty (120) days, and shall not generate further images to be processed. Unless and until directed by **Customer** not to do so, **ATS** shall continue to process all images taken by **Customer** before termination and provide all services associated with processing in accordance with this **Agreement**, and shall be entitled to all Fees specified in the **Agreement** as if the **Agreement** were still in effect.

4. **ASSIGNMENT:**

Neither party may assign all or any portion of this **Agreement** without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the **Customer** hereby acknowledges and agrees that the execution (as outlined in Exhibit "E"), delivery and performance of **ATS's** rights pursuant to this **Agreement** shall require a significant investment by **ATS**, and that, in order to finance such investment, **ATS** may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively; "Financial Institutions"). The **Customer** hereby agrees that **ATS** shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this **Agreement** to any Financial Institution in connection with any Financing Transaction between **ATS** and any such Financial Institution subject to the **Customer's** prior written approval, which approval shall not be unreasonably withheld or delayed

5. **FEES AND PAYMENT:**

- 5.1 **Customer** shall pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Schedule 1 ("Fees").
- 5.2 **Customer** shall pay all Fees due **ATS** based upon invoices from the proceeding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.
- 5.3 Unit prices will be fixed for the first two (2) years of the first term and thereafter on each anniversary date of the term unit prices will increase by Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.

6. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axis System, **ATS** may conduct an analysis of each Approach being considered for a Camera System. If **ATS** deems necessary, **ATS** will use the Axis VIMS Analysis or other tool(s) or means to complete the analysis over a four (4) to twenty-four (24) hour period. **Customer** will be provided a report on violations recorded at each monitored Approach, including the time of day and lanes on which the violations occurred. For any Approach recommended by **Customer**, **ATS** may install a Camera System. However, **ATS** may elect not to install a Camera System where traffic violation data does not support installation of the Axis System.

7. COMMUNICATION OF INFORMATION:

ATS agrees that all information obtained by **ATS** through operation of the Axis System shall be made available to **Customer** at any time during **ATS's** normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of **Customer's** obligation under this **Agreement**.

8. CONFIDENTIAL INFORMATION:

No information given by **ATS** to **Customer** will be of confidential nature, unless specifically designated in writing as proprietary and confidential by **ATS** or deemed confidential by operation of law. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable. **ATS** shall not use any information acquired by this program with respect to any violations or **Customer's** law enforcement activities for any purpose other than the program.

9. OWNERSHIP OF SYSTEM:

It is understood by **Customer** that the System being installed by **ATS** is, and shall remain, the sole property of **ATS**, unless separately procured from **ATS** through a lease or purchase transaction. The System is being provided to **Customer** only under the terms and for the term of this **Agreement**.

10. INDEMNIFICATION AND INSURANCE:

Any **Camera System** provided by **ATS** pursuant to this **Agreement** shall comply with the maintenance procedures and manufacturer recommendations for that equipment. **ATS** shall indemnify and save harmless **Customer** against claims arising from the **ATS's** negligent or willful violations of the maintenance procedures and manufacturer recommendations for operation of the **Camera System**.

ATS shall maintain the following minimum scope and limits of insurance:

- 10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall include **Customer**, its officers, directors, employees, and elected officials as additional insureds for liability arising from **ATS's** operation.
- 10.2 Workers' Compensation Insurance as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident; **ATS** shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of **Customer**.
- 10.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles use by **ATS** with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

Customer and its officers and employees, shall be named as additional insureds on the comprehensive general liability policies provided by **ATS** under this **Agreement**. **ATS** shall require any subcontractors doing work under this **Agreement** to provide and maintain the same insurance, which insurance shall also name **Customer** and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing **ATS** is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to **Customer** within thirty (30) calendar days after the date on which this **Agreement** is made. Such certificates shall show that **Customer** shall be notified of all cancellations of such insurance policies. **ATS** shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as **Customer** is a body politic and corporate, the laws from which **Customer** derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, **Customer** may enter into this **Agreement**, shall be controlling and shall be incorporated by reference into this **Agreement**. **Customer** shall be responsible for vehicle insurance coverage on any vehicles driven by **Customer** employees. Coverage will include liability and collision damage.

11. STATE LAW TO APPLY:

This **Agreement** shall be construed under and in accordance with the laws of the State of Arizona.

12. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the **Agreement** shall be attempted to be settled through good-faith efforts between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties upon a showing of substantial need by the party seeking discovery.

12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:

- (i) damages inconsistent with the **Agreement**; or,
- (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.

12.3 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

12.4 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

13. AMENDMENTS TO THE AGREEMENT:

Customer may from time to time consider it in its best interest to change, modify or extend the terms, conditions or covenants of this **Agreement** or require changes in the scope of services to be performed by **ATS**, or request **ATS** to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this **Agreement**. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of **ATS**' compensation, must be agreed upon by and between **Customer** and **ATS** incorporated in written amendments (herein "Amendments") to this **Agreement**. Such Amendments shall not invalidate the procurement process or this **Agreement** nor relieve or release **ATS** or **Customer** of any of its obligations under this **Agreement** unless stated therein. No oral amendments, changes, or modifications to this **Agreement** are permitted.

14. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this **Agreement** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

15. PRIOR AGREEMENT SUSPENDED:

This **Agreement** constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

16. NO AGENCY:

ATS is an independent contractor providing services to **Customer**, and the employees, agents and servants of **ATS** shall in no event be considered to be the employees, agents or servants of **Customer**. This **Agreement** is not intended to create an agency relationship between **ATS** and **Customer**, except as expressly provided in Exhibit B hereto.

17. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by **ATS**. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

18. TAXES:

In the event that any excise, sales or other taxes are due relating to this **Agreement**, **Customer** will be responsible for the payment of such taxes.

19. OFFER EXTENDED TO OTHER GOVERNMENTAL AGENCIES:

Customer encourages and agrees to **ATS** extending the pricing, terms and conditions of this **Agreement** to other governmental entities at the discretion of **ATS**.

20. NOTICES:

Any notices or demand which, under the terms of this **Agreement** or under any statute, must or may be given or made by **ATS** or **Customer** shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

TO THE CUSTOMER:
Town of Lake Park, Florida
535 Park Avenue
Lake Park, Florida 33403
Attention: Maria Davis
City Manager

TO ATS:
American Traffic Solutions, Inc.
7681 East Gray Road
Scottsdale, Arizona 85260
Attention: Adam E. Tuton
Chief Operating Officer

EXHIBIT A
SERVICE FEE SCHEDULE

1.0	Description of Pricing Fees are based on per camera are as follows:	Fee
	Option 1: Flat Fee per Camera per Month (Plus certified mail processing surcharge of \$4 per piece metered for mailing Uniform Traffic Citations, no return receipt)	\$4,750
	Option 2: Lane based pricing (Plus certified mail processing surcharge of \$4 per piece metered for mailing Uniform Traffic Citations no return receipt)	\$3,750
	<ul style="list-style-type: none"> • For 1 or 2 lanes • For 3 or 4 lanes • For 5 or 6 lanes 	\$4,750 \$5,750
	Option 3: Base Fee Per Camera Per Month (Plus flat fee per service unit for individual work elements)	\$2,750
	<ul style="list-style-type: none"> • For violation data transmission, first review, second quality review service, supervisory review, Traffic Infraction Enforcement Officer (TIEO) access and review portal • Data acquisition fee per registered owner match • Mail printing, processing, and handling service includes Notice of Violation (NOV) by first class mail and UTC by certified mail including bad address processing and re-mailing. • Inbound call/customer service • Affidavit processing service • Payment processing service • Data archival service 	\$6.50 \$3.50 \$7.50 \$4.50 \$4.50 \$1.50 \$1.50

Service Fees Include: Fee includes all costs required and associated with camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach (except for Option 2) with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, mailing of Notice of Violation in color with return envelope, lockbox and epayment processing services, call center support for general program questions and public awareness program support.

Note: Customer will notify ATS which Pricing Fee Option to utilize within 30 days of [Agreement/Amendment] being executed by both parties.

2.0 **Optional Collection Services:** ATS will initiate collection efforts of delinquent notices upon written request by Customer. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to our Fees noted above.

Pre-Collection Letters	10% of Recovered Revenue
Delinquent Collections Services	30% of Recovered Revenue

3.0 **Optional Annual Training Conference:** ATS provides a comprehensive user training conference for active photo traffic safety and enforcement clients. The conference's main focus is Training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The *Annual User Conference* will be held in Phoenix Metro area. **Customer** shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.

Pricing valid through July 18, 2010.

EXHIBIT B
SCOPE OF WORK

I. ATS SCOPE OF WORK

1.2 ATS IMPLEMENTATION

- 1.2.1 **ATS** agrees to provide the solution for **Camera Systems** to the **Customer** as described in this Agreement, except for those items identified in Section 2 titled "**Customer Scope Of Work**". **ATS** and **Customer** understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the **Customer**, unless otherwise specified, **Customer** shall not charge **ATS** for the cost. All other in-scope work, external to **Customer**, is the responsibility of **ATS**.
- 1.2.2 **ATS** agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.
- 1.2.3 **ATS** will assist **Customer** with video evaluation of candidate sites using the Axis VIMS system.
- 1.2.4 **ATS** will install **Camera Systems** at a number of intersections or grade crossing approaches to be agreed upon between **ATS** and **Customer** after completion of site analyses, unless identified in Exhibit C of this **Agreement**. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where **Camera Systems** are installed and maintained.
- 1.2.5 **ATS** will operate each **Camera System** on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 **ATS'** in-house Communications Department will assist **Customer** with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, **ATS** may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to **ATS** from collected revenue.
- 1.2.7 **ATS** agrees to provide a secure web site (www.violationinfo.com) accessible to **Owners** who have received **Notices of Violation** or **Uniform Traffic Citations** by means of a Notice # and PIN, which will allow violation image and video viewing.
- 1.2.8 **Customer** and **ATS** will complete the Project Business Rules Process Work Flow design within thirty (30) days of the **Effective Date**, unless mutually agreed to otherwise by both parties.
- 1.2.9 Unless otherwise notified, **ATS** will provide technician site visits to each **Camera System** once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.2.10 **ATS** shall repair a non-functional **Camera System** within seventy-two (72) business hours of determination of a malfunction, except for those causes of Force Majeure as outlined in Section 17.0 General Terms and Conditions of this Agreement.
- 1.2.11 **ATS** shall repair the Axis VPS System within one (1) business day from the time of reported outage. Outages of **Customer** internet connections or infrastructure are excluded from this service level.
- 1.2.12 For any **Customer** using **ATS** lockbox or epayment services, **ATS** will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for

Customer" at U.S. Bank. All funds collected on behalf of **Customer** will identify the account to receive funds wired from U.S. Bank. **Customer** shall sign a W-9 and blocked account agreement, to be completed by **Customer**, to ensure **Customer's** financial interest in said U.S. Bank account is preserved.

1.3 ATS OPERATIONS

- 1.3.1 **ATS** shall provide **Customer** with an automated web-based citation processing system (Axis VPS) including image processing, color printing and mailing of a **Notice of Violation** per chargeable event. Each **Notice of Violation** shall be delivered by first class mail to the **Owner** within the statutory period. Mailings to **Owners** responding to **Notices of Violation** identifying drivers in affidavits or non-liability or by rental car companies are also included according to each pricing option.
- 1.3.2 **ATS** shall act as **Customer's** agent for the limited purpose of making an initial determination of whether **Recorded Images** should be forwarded to the **Traffic Infraction Enforcement Officer** to determine whether a **Violation** has occurred and shall not forward for processing those **Recorded Images** that clearly fail to establish the occurrence of a **Violation**.
- 1.3.3 Text only reminder notices may be delivered by first class or other mail means for additional compensation to **ATS** as agreed by the parties in Exhibit A.
- 1.3.4 Upon expiration of the due date of the **Notice of Violation**, Axis VPS shall issue a **Uniform Traffic Citation**, which shall be delivered by certified mail to the **Owner** within the statutory period. The issuance of the **Uniform Traffic Citation** shall be based on the **Traffic Infraction Enforcement Officer's** approval, as provided in Section 2.4 of this Exhibit A, of the **Notice of Violation**.
- 1.3.5 **ATS** shall make available a form of affidavit, approved by **Customer**, to be used by an **Owner** who wishes to establish the existence of an exemption to a **Notice of Violation** or **Uniform Traffic Citation** as provided in Section 316.0083(1)(d)1 of the Florida Statutes.
- 1.3.6 Axis VPS shall apply an electronic signature to a **Notice of Violation** or **Uniform Traffic Citation**, when authorized to do so by an approving **Traffic Infraction Enforcement Officer**.
- 1.3.7 **ATS** shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as **Customer's** agent for these purposes.
- 1.3.8 **ATS** shall seek records from out-of-state vehicle registration databases and apply records found to issue **Notices of Violation** and **Uniform Traffic Citations** for **Customer** according to each pricing option.
- 1.3.9 If **Customer** is unable to or does not desire to integrate **ATS** data into its adjudication system, **ATS** shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence and other related information required to adjudicate the disputed **Uniform Traffic Citation**. The system will also enable the adjudication staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of **ATS** data to the adjudication system may, at **ATS's** option, be advanced to or on behalf of **Customer**, and recovered by **ATS** from **Customer** as an additional charge on its invoice submitted to **Customer** pursuant to Section 5 of this **Agreement**.
- 1.3.10 **Customer** shall be able to use the Axis VPS System to run and print standard system reports.

- 1.3.11 If required by the Court or prosecutor, **ATS** shall provide **Customer** with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken.
- 1.3.12 In those instances where damage to a **Camera System** (or sensors where approved) is caused by negligence on the part of **Customer** or its authorized agent(s), **ATS** will provide **Customer** an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, **ATS** shall replace or repair any damaged equipment and invoice **Customer** for the pre-approved repair cost. **ATS** shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.13 **ATS** shall provide a help-line to assist **Customer** resolve any problems encountered regarding its Camera System and/or citation processing. The help-line shall function during normal business hours.
- 1.3.14 As part of its Camera System, **ATS** shall provide **Owners** with the ability to view **Recorded Images of Violations** involving their motor vehicles online. This online viewing system shall include a link to the **ATS** payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes. Online-obtained affidavits submitted in response to a **Notice of Violation** or **Uniform Traffic Citations** shall be directed to and processed by **ATS** and communicated to **Customer** via the Axis System.

II. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a project manager with authority to coordinate **Customer** responsibilities under this **Agreement**.
- 2.2.2 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a **Uniform Traffic Citation** manager responsible for oversight of all **Uniform Traffic Citation**-related program requirements.
- 2.2.3 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name(s), contact information, and electronic signature(s) of all **Traffic Infraction Enforcement Officers** authorized by **Customer's** police or sheriff's department to approve and issue **Notices of Violation** and **Uniform Traffic Citations**.
- 2.2.4 **Customer** shall establish a method by which an **Owner** who has received a **Notice of Violation** or a **Uniform Traffic Citation** may review the images and video evidencing the **Violation** at www.violationinfo.com free of charge. This may be at a publicly available terminal at a **Customer** facility or by appointment with the **Uniform Traffic Citation** manager.
- 2.2.5 **Customer** shall make every effort to adhere to the Project Implementation Timeline to be agreed upon between both parties.
- 2.2.6 **Customer** shall direct the Chief of Police or approved alternate to execute the **ATS** DMV Subscriber Services Agreement (Exhibit F) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that **ATS** is acting as an Agent of **Customer** for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.7 **Customer** and **ATS** shall complete the Project Business Process Work Flow design within thirty (30) calendar days of last contract execution date.

2.2.8 **Customer** is responsible for notifying **ATS** of any legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read or proposed legislation. **ATS** will not be responsible for any damages if not notified within time noted.

2.2.9 **Customer** is responsible for all final jurisdictional issues.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.3.1 If **Customer** chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.

2.3.2 **Customer** will design, fabricate, install and maintain red light camera warning signs required by law to be posted in connection with the use of a **Camera System**. If **Customer** cannot provide such signage, **ATS** will do so and charge the costs to **Customer**.

2.3.3 **Customer** shall provide access to traffic signal phase connections according to approved design.

2.3.4 **Customer** shall allow **ATS** to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within **Customer's** jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by **Customer**. **ATS** may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees.

2.3.5 **Customer** shall approve or reject **ATS's** submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.

2.3.6 **Customer** shall not charge **ATS** or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits.

2.3.7 **Customer** shall make every effort to issue all needed permits to **ATS** and its subcontractor(s) within three (3) business days of plan approval.

2.3.8 **Customer** shall allow **ATS** to install vehicle detection sensors in the pavement of roadways within **Customer's** jurisdiction, as permitted.

2.3.9 **Customer** shall allow **ATS** to build needed infrastructure into any existing **Customer** owned easement, as permitted.

2.3.10 If use of private property right of way is needed, **Customer** shall assist **ATS** in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by **Customer**.

2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS

2.4.1 **Customer's Traffic Infraction Enforcement Officer(s)** shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axisis to determine which violations will be issued as **Notices of Violation**.

2.4.2 Within seven (7) days of last contract execution, **Customer** shall provide **ATS** with a form of **Uniform Traffic Citation** that complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications may be necessary to enable use with **ATS's** systems.

- 2.4.3 If an owner who receives a **Notice of Violation** fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a **Uniform Traffic Citation** will automatically occur based on the prior **Traffic Infraction Enforcement Officer** approval of the **Notice of Violation**.
- 2.4.4 **Customer** shall provide **ATS** with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with **ATS's** processes.
- 2.4.5 For optimal utilization, **Customer** workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.6 For optimal data throughput, **Customer** workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 **Customer** shall provide signatures of all authorized Law Enforcement users who will review events and approve citations on forms provided by **ATS**.

2.5 ADJUDICATION OPERATIONS

- 2.5.1 If **Customer** does not provide payment processing services, **Customer** shall use **ATS** payment processing services. The fees for lockbox and epayment services are presented in Exhibit A.
- 2.5.2 **Customer** shall provide a magistrate, judge or hearing officer and adjudication facilities to schedule and hear disputed **Uniform Traffic Citations**.
- 2.5.3 **Customer** shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. **Customer** may refer citizens with questions regarding **ATS** or Axisis technology and processes to websites and/or toll free telephone numbers provided by **ATS** for that purpose.
- 2.5.4 Any potential, one time, direct costs to **ATS** to develop an interface between a court system will be initially paid by **ATS** and any such cost will be reimbursed to **ATS** from collected revenues in addition to its normal fees in Exhibit A.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the **ATS** Axisis VPS System is blocked by **Customer** network security infrastructure, **Customer's** Department of Information Technology shall coordinate with **ATS** to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
DESIGNATED INTERSECTIONS

Customer will designate first phase implementation of cameras at designated intersections. **ATS** shall make its best efforts to install a camera system within thirty (30) days of permits being granted and power delivered for each agreed upon approach, providing that **Customer** has received permission for all implementations in writing from any third-party sources.

Implementation and installation of any approach is subject to video analysis and engineering results. Additional approaches may be selected in addition to first phase implementation and may be selected based on collision history, input, community safety and recommendations from **Customer** and engineering feasibility assessment. **ATS** can provide **Customer** with video evaluation of candidate approach sites using the AXIS VIMS system to assist **Customer** in its recommendations. Camera installations will be based on mutual agreement by **Customer** and **ATS**.

EXHIBIT D
ACKNOWLEDGEMENT AND CONSENT

This Acknowledgement and Consent, dated as of _____, is entered into by and between the Town of Lake Park, Florida (the "Customer") and America Traffic Solutions, Inc., a Kansas Corporation ("ATS"), with reference to the Professional Services Agreement dated as of _____, 2010, by and between the Customer and ATS (the "Agreement").

1. ATS has entered in a Credit Agreement, dated as of September 22, 2005 (the "ATS Credit Agreement"), with Harris N.A. (the "Bank"), pursuant to which the Bank has provided certain financing to ATS. Such credit facilities will provide ATS the working capital that it needs to perform its obligations to the Customer under the Agreement.

2. Pursuant to ATS Credit Agreement, ATS has granted Harris a security interest in all of ATS's personal property as collateral for the payment and performance of ATS's obligations to the Bank under the ATS Credit Agreement.

3. ATS will not, by virtue of the ATS Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Bank has not assumed any liability or obligation of ATS under the Agreement.

4. The Customer hereby acknowledges notice of, and consents to, ATS's grant of such security interest in favor of the Bank in all of ATS's rights and interests under the Agreement pursuant to the ATS Credit Agreement.

5. All payments due and to become due to ATS pursuant to the Agreement shall continue to be paid directly to ATS, unless and until the Bank notifies the Customer in writing to do otherwise. If the Bank so notifies the Customer, the Customer will immediately cease making such payments and distributions to ATS and will as soon as possible, but in any event within 5 days after receiving such notice, remit all such payments directly to the Bank at 111 West Monroe Street, Chicago, Illinois 60603. ATS agrees that any such payment to the Bank shall be a good receipt and acquittance as against it – that is to say, the Customer should make the payment directly to the Bank and in so doing, the Customer discharges any liability to ATS for the payment, and the Customer shall have no obligation to ATS to investigate whether the Bank has any right to make such a direction.

6. The Customer further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the Customer and shall inure to the benefit of the successors and assigns of the Bank and to any replacement lender which refinances ATS's obligations to the Bank under the ATS Credit Agreement.

IN WITNESS WHEREOF, the Customer and ATS have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

TOWN OF LAKE PARK, FLORIDA

By: _____
Desca DuBois Date
Mayor

ATTEST:

By: _____
Vivian M. Lemley Date
Town Clerk

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Adam E. Tuton Date
Chief Operating Officer

EXHIBIT E
DMV SERVICES SUBSCRIBER AGREEMENT

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Driver's Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency's intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

- (1) For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- (4) For use in connection with any civil, criminal administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to:

- i) utilize ATS provided data only for the purpose(s) specified above; and
- ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certified that I am authorized to execute the Subscribe Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber's use of ATS' Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for ____ year(s) commencing on the date below and shall automatically renew annually. This agreement may be terminated within thirty (30) days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION					
Subscriber Agency/Name:					
NLETS Agency ORI:					
Name of Authorized Representative:					
Title of Authorized Representative:					
Mailing Address:					
City:		State:		Zip Code:	
Telephone:	() -	Fax:	() -	Email:	

Signature of Authorized Representative:	
Date Signed:	

TAB 8

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

Meeting Date: **July 14, 2010** Agenda Item No.

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

SUBJECT: Board Membership Appointments

RECOMMENDED MOTION/ACTION: To Re-appoint one Regular Member and appoint one new Regular Member to the Community Redevelopment Agency Board.

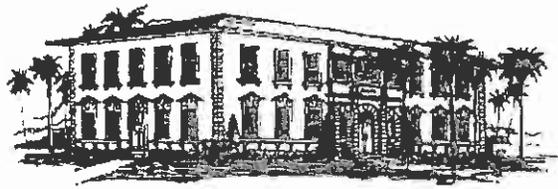
Approved by Town Manager *W. Davis* Date: *7/8/10*
Josiah Shepherd *6/29/10*
 Name/Title *Deputy Clerk* Date of Actual Submittal

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

Summary Explanation/Background: Christiane Francois' Community Redevelopment Agency Board membership term will be expiring on August 2, 2010. She has requested re-appointment to serve another term as a Regular Member of the Community Redevelopment Agency Board. Her application is attached. Also, Ms.

Leila Kidd has expressed interest in becoming a new Regular Member of the CRA Board. Her application is attached.

The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when appointment has been made.

Please print the following information:

Name: McCANN CELIA KIDD
 Last First Middle

Address: 415 GREENBRIAR DRIVE

Telephone: home _____ work 561 842 2515 cell 561 926 2527

E-Mail Address CPDERBROWN@AOL.COM

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| Are you a resident of Lake Park | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Are you a non-resident business owner in Lake Park | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are you a registered voter (Response to this question is not mandatory) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Do you currently serve on a Town Board or Committee | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If so, which one(s): _____

Have you been convicted of a crime Yes No

If so, when? NO where? _____

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

- | | | | |
|---|---|--------------------------------|---|
| <input type="checkbox"/> _____ | Code Compliance * | <input type="checkbox"/> _____ | Tree Board |
| <input checked="" type="checkbox"/> _____ | CRA Board (Community Redevelopment Agency) | <input type="checkbox"/> _____ | Planning & Zoning/Historic Preservation Board * |
| <input type="checkbox"/> _____ | Harbor Marina Advisory Board | <input type="checkbox"/> _____ | Library Board |
| <input type="checkbox"/> _____ | Construction Board of Adjustments & Appeals | | |

Please note: Membership on these (*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (2)

Your Name: LEILA KIDD McCANN

Please indicate the reason for your interest in your first and second choices:

HAS SEEN WHAT "THE CRA" CAN DO TO BRING IN MORE BUSINESSES, CREATE NEW JOBS AND OVERALL BRING THE COMMUNITY TOGETHER

Number of Meetings of the above boards you have attended in the past six months: APPROX EIGHT

Your educational background: (High school, College, Graduate School or other training)

BOCA RATON COMMUNITY HIGH SCHOOL
BROWARD COMMUNITY COLLEGE

What is/was your profession or occupation: OWNER, COOK, SERVER AND IN CHARGE

How long: 3 YRS 2007 TO PRESENT OF MARKETING FOR BROWN BAGG IN IT GOURMET SANDWICH SHOPPE

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee:

HAVE BEEN IN THE CUSTOMER SERVICE, MANAGEMENT AND MARKETING BUSINESS FOR OVER TWENTY YEARS. HAVE LIVED IN TWO TOWNS WHO HAVE BENEFITED FROM THE CRA - BOCA RATON AND DELRAY BEACH

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen:

HAVE CLOSE TIES IN THE TOWN NOT ONLY FROM BEING A RESIDENT BUT ALSO A SMALL BUSINESS OWNER. I ONLY WANT THE TOWN OF LAKE PARK TO PROSPER

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature: Leila McCann

Date: 10-29-2010

Leila Kidd McCann
415 Greenbriar Drive . Lake Park, Florida 33403
561.926.2527
orderbrownbagginit@gmail.com

Boca Raton Community High School 1986 to 1989
Broward Community College 1990 to 1992

Outback Steakhouse
Boca Raton, FL
Wilmington, NC
Stone Mountain, GA
Server, Trainer and Admin
1990 to 1999

University MRI Diagnostic Imaging Center
Boca Raton, FL
Director of Marketing
1999 to 2004

Dockside Sea grille
Lake Park, FL
Server, Bartender, Line Cook and Manager
2004 to 2007

Brown Baggin' It Gourmet San'wich Shoppe
Owner and Cook
2007 to Present



The Town of Lake Park

LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when appointment has been made.

Please print the following information:

Name: FRANCOIS CHRISTIANE
Last First Middle

Address: 65 SPANISH RIVER DRIVE, OCEAN RIDGE, FL 32135-

Telephone: home 561-732-7360 work 561-842-0616 cell 561-7040039

	Yes	No
Are you a resident of Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If so, which one(s): CRA

Have you been convicted of a crime Yes No

If so, when? _____ where? _____

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
<input type="checkbox"/>	Code Compliance *	<input type="checkbox"/>	Pension Trust Fund (Police)
<input checked="" type="checkbox"/> /	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/>	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/>	Harbor Marina Advisory Board	<input checked="" type="checkbox"/> 2	Tree Board
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Merit Board		
<input type="checkbox"/>	Construction Board of Adjustments & Appeals		

Please note: Membership on these (*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Oyer →

Your Name: Christiana Francis

Please indicate the reason for your interest in your first and second choices:

The CRA is of special interest to me because of the vision the Board has for Lake Park, I would like to continue what has been started and see it to fruition. The new board is needed to study the beautification of Lake Park streets and make them more appealing.

Number of Meetings of the above boards you have attended in the past six months: all meetings that were held.

Your educational background: (High school, College, Graduate School or other training) College Junior College P.B.T.C. 1 year FAU, New York Institute of Finance, Investments

What is/was your profession or occupation: Self Employed, Restaurateur

How long: 30+

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee:

I have managed office buildings, run my restaurant and I am also a Real Estate Broker

Please indicate other general experience or community involvement that you feel qualifies you to

serve on the boards you have chosen: I belong to Boynton Beach Sister Cities Club and have served on various boards for the past 15 years - mostly regarding the downtown and CRA district where I had my business

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature: Christiana Francis Date: June 6, 2010

CHRISTIANE FRANCOIS
65 SPANISH RIVER DRIVE
OCEAN RIDGE, FLORIDA 33435

I WAS BORN IN FRANCE AND CAME TO THE UNITED STATES IN 1950.

SCHOOLS

PALM BEACH HIGH SCHOOL GRADUATED 1958
PALM JUNIOR COLLEGE GRADUATED 1966
ATTENDED FAU 1967 TO 1969
ATTENDED NEW YORK SCHOOL OF FINANCE 1968
GOLD COAST SCHOOL REAL ESTATE 1985
Acquired brokers license

WORK EXPERIENCE

BACHE AND COMPANY STOCK BROKERS 1967 TO 1969
WORKED IN FAMILY BUSINESS
LIQUOR/PACKAGE STORE IN BOYNTON BEACH RESTAURANT AND BAR 1969 TO 2005
MANAGED INVESTEMENTS IN REAL ESTATE INCLUDING SOMEPLACE RESTAURANT TO PRESENT

CLUB AND CIVIC ASSOCIATIONS

OCEAN CLUB IN OCEAN RIDGE
BOYNTON BEACH CHAMBER OF COMMERCE
BOYNTON BEACH SISTER CITIES, VICE PRESIDENT

SERVED

ON THE BOYNTON BEACH COMMUNITY PARK AND BARRIER FREE PLAYGROUND BOARD
CITY OF BOYNTON BEACH AND THE COMMUNITY FOUNDATION BOARD
20/20 VISION BOARD BOYNTON BEACH
CRA BOARD IN LAKE PARK PAST FOUR YEARS
CDC BOARD, LAKE PARK PAST YEAR

TAB 9

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

Meeting Date: July 14, 2010

Agenda Item No. 9

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

SUBJECT: Irrigation Repair on Flagler Blvd. Median

RECOMMENDED MOTION/ACTION: Provide Direction

Approved by Town Manager W. Davis

Date: 7/8/10

Name/Title

Date of Actual Submittal

Originating Department: Vice Mayor Osterman	Costs: \$30,000 - \$50,000 Funding Source: Reserves Acct. #	Attachments: Memorandum
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: <i>Please initial one.</i>

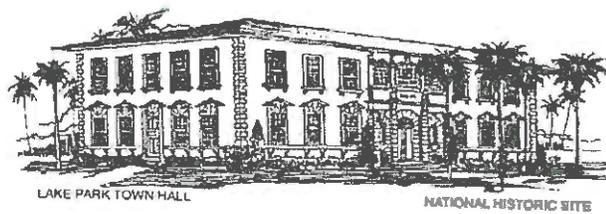
Summary Explanation/Background: At the June 15, 2010 Traffic Calming / Safety Workshop, discussion ensued regarding the disrepair of the irrigation system located along the Flagler Drive median.

Vice Mayor Osterman requested staff to develop an agenda item to discuss the repair of the irrigation system.

Staff obtained four letter quotes from contractors which ranged from approximately \$30,000 to \$50,000. If the Town Commission wishes to repair/replace the irrigation system, there are funds available in cash reserves. That audited fund balance (reserves) as of September 30, 2009 is \$1,176,019.

I've attached the Public Works Director's memorandum which details the project accordingly.

The Town of Lake Park



"Jewel" of the Palm Beaches

MEMORANDUM

Date: June 21, 2010
To: Maria Davis, Town Manager
From: Dave Hunt, Public Works Director
Subject: Flagler Boulevard Irrigation System

Staff has identified numerous problems with the existing irrigation system on Flagler Boulevard that goes between Seminole and Palmetto to the east and Seminole and Jasmine to the west. This system also covers two triangle medians on either side of Seminole. Tree roots have broken into the piping causing numerous leaks and the two well pumps no longer work. A complete system replacement has been recommended by companies approached about making repairs.

Four, informal cost quotes were obtained in order to develop budget figures. In the absence of specific requirements, contractors provided estimates based upon their preferred methods of design and installation. The lowest responding contractor submitted a quote of \$29,900. The next lowest quote was for \$34,213. The third quote was for \$47,300 and the highest quote received was for \$49,477. The size of the project will require a formal bid process based upon specifications prepared by Staff in an advertised packet.

In addition to the laying of pipe, placement of spray heads, and the installation of controllers and the two pumps, there are other items that need to be considered:

- Well inspection and possible cleaning; the two existing wells have been recently tested by Staff and are producing. No new wells need to be drilled.
- Size of pumps
- Inline water filters
- Road pipe crossings either by directional boring or roadway cuts accompanied by asphalt repairs.
- Pump enclosures
- Valve pits set in gravel
- High voltage electric improvements including disconnect/breaker boxes and mountings.
- Removal of existing pump equipment and enclosures.
- Permits, Maintenance of Traffic plans and project As-Builts

The low end quotes that we received would probably be higher when the above mentioned items are included as part of the project.

Department of Public Works

650 Old Dixie Highway, Lake Park, Florida 33403 * (561) 881-3345 * Fax: (561) 881-3349

E-mail: publicworks@lakeparkflorida.gov

TAB 10

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

Meeting Date: July 14, 2010

Agenda Item No. **10**

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

SUBJECT: Army Reserve Site

RECOMMENDED MOTION/ACTION: N/A

Approved by Town Manager *W. Davis* Date: 7/8/10

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background: The McCraney Company has requested to address the Commission and deliver a PowerPoint presentation regarding selling the 18 acre parcel located at Congress Ave. and Silver Beach Road to the U. S. Army. The property would be utilized as an army reserve site.