AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 5, 2015, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
John O. D'Agostino	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, 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/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS
None

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

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

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

1. Commission Budget Meeting Minutes of July 13, 2015 **Tab 1**
2. Regular Commission Meeting Minutes of July 15, 2015 **Tab 2**

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:
None

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:
3. Ordinance No. 09-2015 Updating Chapter 54 of the Code of Ordinances to Include the Updated Language to tbe Florida Building Code 2014. **Tab 3**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-8 OF THE TOWN CODE PERTAINING TO THE TOWN'S LOCAL AMENDMENTS TO CHAPTER ONE OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONDIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:
4. Request Commission Approval to Negotiate a Contract with CPZ Architects, Inc. for Architectural/Engineering Services in Response to RFP No.104-2015, Kelsey & Lake Shore Park Restrooms and Tennis Court Lighting **Tab 4**

5. Award of Flooring Contract for Town Hall **Tab 5**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, August 19, 2015

Consent Agenda

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **August 5, 2015** **Agenda Item No.** Tab 1

Agenda Title: Budget Meeting Minutes of July 13, 2015

[ ] SPECIAL PRESENTATION/REPORTS **[X] CONSENT AGENDA**
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager Lawrence McKibbe Lee **Date:** 7/23/2015
Acting Town Mgr.

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **meeting minutes** **Exhibit "A"**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case ***VM*** **Please initial one.**

Summary Explanation/Background:

Recommended Motion:

To approve the Budget Meeting minutes of July 13, 2015.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Town Commission
Budget Meeting
Monday, July 13, 2015, 6:30 P.M.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
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A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. DISCUSSION

1. **Presentation of the Preliminary Fiscal Year 2015/2016 Budget** **Tab 1**
   1a. Commission Discussion of the Presented Preliminary Fiscal Year 2015/2016 Budget

2. **Commission Action on Proposed Fiscal Year 2015/2016 Annual Budget Setting the "Current Year Proposed Operating Millage Rate"** **Tab 2**

D. PUBLIC COMMENT

This time is provided for audience members to address items related to the Fiscal Year 2015/2016 Budget. Please complete a comment card and provide it to the Town

Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. ADJOURNMENT

Next Scheduled Budget Workshop will be held on Wednesday, August 12, 2015

Minutes
Town of Lake Park, Florida
Budget Meeting
Monday, July 13, 2015, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Budget Meeting on Monday, July 13, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, and Kathleen Rapoza, Town Manager John O. D'Agostino, and Town Clerk Vivian Mendez. Commissioner Michael O'Rourke and Town Attorney Thomas Baird were absent.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

DISCUSSION:

1. Presentation of the Preliminary Fiscal Year 2015/2015 Budget.
1a. Commission Discussion of the Presented Preliminary Fiscal Year 2015/2016 Budget.

Town Manager D'Agostino thanked the Commission for the opportunity to begin the 2015/2016 budget process. He credited the budget team (Finance Director Blake Rane; Community Development Director Nadia DiTommaso; Human Resources Director Bambi Turner) for assisting to put together the proposed budget under enormous amounts of pressure and time constraints. He explained that the proposed budget (see Exhibit "A") includes what each department needs to function. He stated that the document has not been filtered to include or exclude items. He explained that there were not enough funds to support each department's initiatives, although there was a slight increase in property values over the past fiscal year. He gave an example of the initiatives proposed by departments that were included in the proposed budget knowing that the initiatives may not be funded.

Town Manager D'Agostino proposed the millage rate of 5.9447 (see page 3 of Exhibit "A") for fiscal year 2015/2016. He stated that staff would implement whatever millage rate the Commission sets to the best of their abilities. He reminded the Commission that the average property values were around $120,000 per residency, which does not include the homestead exemptions. He explained that included in the budget are the Police and Fire services, which are the primary drivers of the increase to the millage rate. He explained that if the Towns economic state remains the same the Town would not be able to provide the current level of services. He explained that a mixed-use initiative corridor would be important to the Town's economic sustainability. He stated that the budget was a financial planning document and staff was looking to the Commission to provide insight, initiatives, and what they would like to see take place during the next fiscal year. He pointed out that he has not made any recommendations to the Commission about the budget. He stated that the intent would be to meet one-on-one with each member of the Commission to discuss every aspect of each department's budget.

Finance Director Blake Rane explained what was included and being presented in the budget. He explained that each Commissioner would be given an opportunity to meet with staff one-on-one to discuss the budget prior to the next budget workshop, scheduled for Wednesday, August 12, 2015 at 6:30 p.m. He then explained each section of the budget.

Finance Director Rane began by explaining that on page, four (4) (of Exhibit "A") was the summary of the General Fund Revenue & Expense Recap, which reflects the submissions from each department. He explained that at the bottom of that page it reflects that the Town has a deficit of -$266,971, which would need to be balanced. He explained that on page five (5) were each department's initiatives, which totals $623,372. This figure was also included on page four (4). He explained how each department budget was set up and used the Commission budget (see page 11 of Exhibit "A") as an example.

Mayor DuBois asked for clarification regarding the proposed millage rates (see page 3 of Exhibit "A"). Town Manager D'Agostino explained that the proposed millage rate was 5.9447 mills, which was an increase of .06 mills. Vice-Mayor Glas-Castro expressed concern that the Commission were not made aware before this meeting that an increase in the millage rate would be proposed. Town Manager D'Agostino explained that he was not proposing an increase in the millage rate, but rather providing options for the Commission to consider because once the tentative millage rate was set they would not have the option to lower that rate.

Mayor DuBois asked for a status on the Marina's financial situation. Finance Director Rane explained that the Marina was at a "cash flow neutral" state. Mayor DuBois asked how much would the Town need to contribute to the Marina in the new fiscal year. Finance Director Rane explained that the budget had not been thoroughly analyzed to know exactly how much the Town would need to contribute to the Marina fund. Mayor DuBois gave a brief history of the established Marina slip rate. He reviewed the major expenses to the budget as police and fire services and asked what the health care increase were estimated for the new fiscal year. Town Manager D'Agostino stated that the anticipated health care increase was about 10 percent. He explained that the consultant was currently gathering the analysis of what the potential increase could be. The Mayor and Finance Director Rane discussed what the possible general revenue increase might be.

Mayor DuBois asked if there were an estimated amount that has been generated from the Tax Increment Finance (TIF) fund. Finance Director Rane explained that the Town would be contributing about $50,000 towards the TIF. He recapped what the increases were in the overall budget as a 10 percent towards health insurance and the Palm Beach Sheriff's Office has requested a 2.6 percent increase (or $74,000). Town Manager D'Agostino explained that the Town has negotiated the elimination of the 2.6 percent increase and instead the Town would receive an additional administrative position that would create reports for a Deputy. Currently a Deputy has been called into the office to handle those types of administrative functions. A discussion ensued between the Mayor and Finance Director Rane regarding the TIF and the CRA budget. Mayor DuBois and

staff discussed the lack of funds generated in the 2015/2016 fiscal year budget to cover an increase in personnel, increasing services, or salary raises.

The Commission began reviewing the budget by each department.

Budget 104 - Town Manager: (see pages 17-22 of Exhibit "A").

Town Manager D'Agostino explained that in the overall budget the administrative assistant titles would be changed to be more specific to each department. He gave an example that the administrative assistant working in the Town Manager's Office would have their title changed to Administrative Assistant to the Town Manager.

Vice-Mayor Glas-Castro asked for clarification of the Town Manager's initiatives as it relates to funding dance classes. Town Manager D'Agostino explained that in speaking with the owners of the dance studio on Park Avenue he learned that a number of young children in Town do not have the means to attend classes as an alternative to participating in sports programs. Commissioner Rapoza asked if only Lake Park children dance classes would be funded. Town Manager D'Agostino stated "yes". Vice-Mayor Glas-Castro asked if sporting programs were included in another section of the budget. Town Manager D'Agostino stated "yes" under the Recreation Department. Commissioner Rapoza asked what was the reason for funding Club 100 Charities. Town Manager D'Agostino explained that the organization does a significant amount of work with the youth of Lake Park. Mayor DuBois disclosed that he could not participate in this discussion because he was a member of the Board of Director for Club 100 Charities. Commissioner Rapoza pointed out that Club 100 Charities has children from other municipalities, not just Lake Park. Town Manager D'Agostino stated that Club 100 Charities are based out of Lake Park and cater to the Lake Park children. He explained that if the desire of the Commission were to divide the funds allocated among all the non-governmental organizations in Town then an application process would be established and an evaluation committee would be created to review the applications. Vice-Mayor Glas-Castro stated that the Travel & Training budget has increased significantly.

Budget 105 – Human Resources: (see pages 23 – 30 of Exhibit "A").

Town Manager D'Agostino explained that the administrative assistant in the Human Resources department's title would change to Administrative Assistant to the Human Resources Department and would be funded completely by the HR budget. He was proposing to establish that the Human Resources Director be also an assistant position to the Town Manager when he were out of the office. Mayor DuBois asked what the total increase in this department's budget was. Finance Director Rane stated that it was about $33,000. Mayor DuBois asked why there had been an increase in the current fiscal year budget. Finance Director Rane explained that funds were transferred from the Town Manager's budget when the HR Director filled in as Interim Town Manager. Vice-Mayor Glas-Castro asked for clarification on the Travel & Training budget (on page 28 of Exhibit "A"). Town Manager D'Agostino explained that additional funds were included for staff members to attend training on a variety of topics. Vice-Mayor Glas-Castro pointed out that the HR Director did not have funds allocated to attend conferences. Human Resources Director Turner explained that she decided to forego training for

herself so that funds could be included in the budget for department heads and supervisors to attend training instead. Commissioner Flaherty asked for clarification regarding the Special Pay. Finance Director Rane explained that the Special Pay was for longevity pay of the Human Resources Director's 15 years anniversary of service to the Town. Vice-Mayor Glas-Castro asked for clarification regarding the title change of Administrative Assistant to Administrative Assistant to the Human Resources Department. She asked would any additional responsibilities be required. Town Manager D'Agostino explained that in an effort of successive planning, the key positions identified would train to step in should the director of those departments not be available.

Budget 106 – Town Clerk: (see pages 31-36 of Exhibit "A").

Town Manager D'Agostino explained that the major changes in the Town Clerk's budget are the funding of a Deputy Town Clerk and the 2016 municipal election. Vice-Mayor Glas-Castro asked what the Promotional Activities budget covers. Finance Director Rane explained that the figure was inaccurately allocated in the Town Clerk's budget for the Volunteer Reception. He stated that the line item would be reviewed and corrected. Mayor DuBois asked how much was spent on this year's Volunteer Reception. Town Manager D'Agostino stated that it was less than the budgeted amount of $5,000. He explained that under the Professional Services budget five (5) additional license were being proposed to give greater access to departments to do their own research through the Laserfiche system. Currently the departments make research request of the Town Clerk.

Budget 108 – Legal: (see page 37 – 39 of Exhibit "A").

Town Manager D'Agostino explained that there were no changes to the Legal budget.

Budget 110 – Information Technology: (see pages 40 – 47 of Exhibit "A").

Town Manager D'Agostino explained that there were several Information Technology initiatives proposed. Commissioner Rapoza asked what was included in the Contractual Services. Finance Director Rane explained that on page 45 it breakdowns what each fund includes. Town Manager D'Agostino explained the different initiatives on page 45, including web streaming and the benefits it would have to the Town residents. Town Clerk Mendez explained that for those residents that do not have Comcast Cable they are unable to watch the Town meetings on channel 18. She explained that DVD recordings of the meetings were mailed to the web host and the meetings are then uploaded a week or more after the meeting has occurred. She stated that with web streaming anyone could watch a Town meeting on the internet as the meetings were occurring. Vice-Mayor Glas-Castro asked for clarification regarding the additional spare workstations. Finance Director Rane explained that there has been a need for spare workstations in multiple departments. Town Manager D'Agostino explained that the Finance Department still has one DOS based operating software. Finance Director Rane explained that switching to a windows based system requires time and resources.

Budget 150 – Finance Department: (see pages 48 – 54 of Exhibit "A").

Town Manager D'Agostino explained that the significant change to the Finance budget was the new position of Office Assistant, which the Commission approved at the July 1, 2015 Regular Commission Meeting. Finance Director Rane explained that funds were being requested to fund a policy and procedures manual for the Finance Department that would satisfy the Town's Auditor. Town Manager D'Agostino announced that in two (2) years the phone company would no longer support the Town's phone system. Vice-Mayor Glas-Castro asked for clarification on the Travel & Training fund. Finance Director Rane explained that the Travel & Training funds were being shared among all the members of the Finance staff.

Budget 200 – Law Enforcement: (see pages 55 – 64 of Exhibit "A").

Town Manager D'Agostino explained that the Palm Beach Sheriff's Office (PBSO) has requested a 2.6 percent increase and an additional employee. He explained to PBSO that the Town could not afford both and therefore PBSO agreed to only the additional employee who would work the front lobby desk at PBSO.

Budget 250 – Emergency and Disaster Relief (see pages 65 – 66 of Exhibit "A").

Finance Director Rane explained that if there were a disaster, the Commission would need to hold an Emergency Meeting to discuss where the funds would be transferred from to be used for an emergency. Town Manager D'Agostino explained that the Town has a small amount of funds placed in reserves.

Budget 300 – Fire Protective (see pages 67 – 69 of Exhibit "A").

Mayor DuBois asked for clarification on how much more the Palm Beach County Fire Rescue services cost the Town. Finance Director Rane stated that he would make a note in the budget as to how much more Palm Beach County Fire Rescue services would cost the Town now that the Town participates in the Municipal Service Taxing Unit (MSTU).

Budget 400 - Public Works Administration: (see pages 70 – 77 of Exhibit "A").

Town Manager D'Agostino explained that the Public Works and Sanitation departments need funding attention. He explained that there are salary increases for Union and Non-Union employees in Public Works. He explained that in lieu of an Assistant to the Public Works Director an Operations Manager was being proposed to help build capacity in the department. Vice-Mayor Glas-Castro asked for clarification on the tuition reimbursement policy and are the employees required to remain employed for a certain amount of years after receiving the funds. Human Resources Director Turner stated that the employee signs an agreement that they would stay employed for a certain amount of years or reimburse the Town the funds.

Budget 406 – Grounds Maintenance: (see pages 78 – 84 of Exhibit "A").

Town Manager D'Agostino expressed great gratitude to the Grounds Maintenance Division for maintaining the Town's great appearance. Public Works Director Hunt explained that three (3) 72-inch lawnmowers were purchased seven (7) years ago. He explained that he would like to start an equipment replacement program, so that the department does not need to replace all the equipment at once.

Budget 408 – Facility Maintenance: (see pages 85 – 95 of Exhibit "A").

Town Manager D'Agostino explained that a Facility Maintenance II worker was being proposed in the budget. In addition to the increase in work force, a salary survey has been conducted, which reflects that the Town's wages are below than other municipalities in the area. He pointed out some major expenses necessary in the Town over the next few years, such as the roof replacement of Town Hall, and installing storm impact windows in the Mirror Ballroom. Mayor DuBois asked about the lighting at Bert Bostrom Field. Public Works Director Hunt explained that the circuits might be equipped to be isolate the ballfield from the basketball courts. He explained that when Tommy Hutton Baseball occupied the park, they did an analysis of some of the equipment and found that the electrical panel and disconnect panel had quite a bit of corrosion. He proposed to install a surge suppressor to protect the electronics of the irrigation system.

Budget 410 – Vehicle Maintenance: (see pages 96 – 103 of Exhibit "A").

Town Manager D'Agostino explained that a Mechanic II position was being proposed. A discussion ensued regarding the salary for the proposed position not appearing correctly in schedule 5 as well as the total for Capital Fund accidently being included on schedule 1. Public Works Director Hunt clarified that the proposed Capital Fund amount was $45,500.

Budget 450 – Parking Meters (see pages 104 – 108 of Exhibit "A").

Town Manager D'Agostino explained that the parking meters are generating about $12,359 in revenue for the Town. He stated that staff had a conversation regarding continuing the parking meter service. The Commission discussed the revenue versus the expenses to continue the parking meter service as well as crime prevention factor that has occurred because of having parking meters. Town Manager D'Agostino mentioned that the promoters of the Seafood Festival have submitted a Special Events application to expand their event. He stated that the promoters are requesting a 10-year commitment from the Town for their event. Vice-Mayor Glas-Castro stated that she has always been against having parking meters and the revenue generated by the parking meters was not worth it. She suggested selling the parking meters and cutting the Town's losses. The discussion continued regarding the debt service, and the potential benefits if a Mixed-Use Corridor were established on Federal Highway. The Commission highly recommended to staff that the parking meters be removed at some future date. Finance Director Rane asked that the Commission keep in mind that some of the revenue that was generated by the parking meters helps to support the Marina and some cost would still be in the budget to support maintenance of the parking meters. Mayor DuBois asked for a report that

would show how much it would cost to remove the parking meters from Kelsey and Lake Shore Park's. Commissioner Flaherty suggested a free resident parking pass for those using the parking meters around the parks. Finance Director Rane explained that parking passes are used by several business owners and boat slip renters at the Marina. Community Development Director Nadia DiTommaso explained that one of the business on Federal Highway has purchased yearly parking meter passes for their patrons. She explained that the property owner was required to provide a Shared Parking Analysis study when they moved their business to the site several years ago. With the success of the business, the Shared Parking Analysis peak hours no longer meets the business's needs, which was why the business owner purchased the parking meter passes.

Budget 500 - Community Development: (see pages 109 – 121 of Exhibit "A").

Town Manager D'Agostino explained that the building inspection fees are collected differently since the Hy-Byrd contract was negotiated. He explained that the fees were reversed, Hy-Byrd receives 75 percent of the fee and the Town receives 25 percent of the fee. He explained that the Town use to pay for building inspection services and now its fee based. Finance Director Rane explained that the revenue has dramatically decreased as a result of the fee based system. He explained that the 25 percent net was more than the difference that the Town was collecting in revenue minus the cost of the service. Town Manager D'Agostino explained that one additional staff position in the Code Division was included to work nights and weekends. Commissioner Rapoza asked if the position was being budgeted as a full-time position. Community Development Director DiTommaso explained that it was being proposed as a full-time position to fully account for all the evening and weekend hours. Vice-Mayor Glas-Castro asked what the Town currently has for Geographic Data and Land Information Services (GIS). Community Development Director DiTommaso explained that the Town does not currently have an in-house GIS system; they have very limited GIS software, and no in-house staff to support the system. She explained that when needed they reach out to Palm Beach County for assistance. She explained that the proposed funds would support the cost of a sub-consultant to update the GIS system and then the Community Development staff would attend training in order to maintain the system. The Commission discussed the GIS system and the cost to maintain the system in-house. Finance Director Rane offered to include a revenue versus expenses sheet in the updated budget to make it easier for the Commission to understand the Community Development budget.

Budget 600 – Recreation: (see pages 122 – 129 of Exhibit "A").

Town Manager D'Agostino explained that if the Recreation Department was expected to run programs and services then they would need funds and staff to assist the Director. He explained that they were proposing a full-time Assistant Recreation Director and a Special Events Coordinator to the department. The Commission discussed special events and the coordinator position.

Budget 700 – Library: (see pages 130 – 137 of Exhibit "A").

Town Manager D'Agostino explained that the Library was an important service to the community. Finance Director Rane explained that each current part-time staff would

receive additional hours and an additional part-time staff person was being proposed. The Commission discussed the Library initiatives.

Budget 900 – Non-Departmental: (see pages 138 – 140 of Exhibit "A").

Town Manager D'Agostino explained that the Town was carrying a significant amount of debt. The Commission discussed the debt and the possibly of refinancing some of the outstanding debit in the future. Mayor DuBois asked what was the total amount invested in the Retired Police Officers Pension Fund. Finance Director Rane explained that a quarter report shows what those amounts are. He explained that returns have been in excessive of eight (8) percent over the past several years. He explained that there were seven (7) pensions that continue to be paid by the Town. Mayor DuBois asked how often actuaries were performed. Finance Director Rane stated that every other year actuaries are performed. He explained that the Town incurred pension debt when it contracted with the Palm Beach Sheriff's Office as well as Palm Beach County Fire Rescue.

Budget 150 - Insurance Fund: (see pages 141 – 143 of Exhibit "A").

Finance Director Rane explained that later this month the figures are expected from the insurance broker. He explained that the deducible has been increased by a nominal amount.

Budget 190 – Streets & Roads: (see pages 145 – 153 of Exhibit "A").

Town Manager D'Agostino explained the proposed staff increase in the budget. Vice-Mayor Glas-Castro asked for clarification regarding the Professional Services increase. Town Manager D'Agostino explained that an evaluation of the roads that are in need of attention would be identified. Public Works Director Hunt explained that it was a right-of-way infrastructure analysis with engineering estimates. Vice-Mayor Glas-Castro asked if this could be performed in-house. Public Works Director explained that the Town does not have the ability to assign the engineering estimates for the project. Vice-Mayor Glas-Castro asked why Gateway Road was prioritized in this budget. Public Works Director Hunt explained that Gateway Road was listed as not included in the budget, but something to keep in mind in the future. He explained that there has been significant development at the end of Gateway Road and the road has deteriorated.

Budget 201 – Debt Service: (see pages 155 – 156 of Exhibit "A").

Town Manager D'Agostino explained that the Town has General Obligations Bonds that would continue to be paid for many years. The total amount owed was $524,406,886.

Budget 301 – Special Projects Fund: (see pages 158 – 160 of Exhibit "A").

Town Manager D'Agostino stated that this was the only budget that did not have initiatives proposed in the budget.

Budget 401 – Marina Fund: (see pages 162 – 172 of Exhibit "A").

Town Manager D'Agostino explained the overall budget for the Marina. Commissioner Flaherty asked what was considered a utility charges versus an electrical charge. Town Manager D'Agostino explained that the difference was that the boat slip user would hook-up to the Town's utilities. The Commission discussed the diesel gas prices and salary increases for the Marina Director position and staff members.

Budget 402 – Stormwater Utility: (see pages 174 – 182 of Exhibit "A").

The Commission discussed the current Stormwater rate and what was actually collected by the Town. Mayor DuBois asked for clarification on how the drainage improvement project would be funded. Town Manager D'Agostino stated that staff would have to figure out what the increased rate would be to fund the improvements to drainage projects. Vice-Mayor Glas-Castro asked for clarification regarding the Firestone outfall remediation. Town Manager D'Agostino explained that the Town owns the outfall. Public Works Director Hunt explained that the outfall pipe had deteriorated back to the structure to the point where the South Florida Water Management District embankment had eroded away. He explained that Firestone tried to be proactive and had work done without a permit and since the outfall has been identified as the Town's structure and outfall the Town has a responsibility to remediate that outfall pipe back to the original permitted conditions. Mayor DuBois gave his experience of what occurs during a rainstorm since Firestone had modified the outfall. Public Works Director Hunt stated that the drainage pipe was working well until Firestone did the unpermitted work to the pipe. He explained that other entities would be contacted to mediate some of the cost. Mayor DuBois pointed out that the Stormwater rate does not go towards the total millage rate. It was a non-Ad Valorum Assessment.

Budget 404 – Sanitation Fund: (see pages 184 – 194 of Exhibit "A").

Town Manager D'Agostino explained that the Sanitation employees also assist with other Public Works department needs. He explained that in the future staff would be coming to the Commission with a rate collection plan that would give the Town more flexibility than the Town currently has. Mayor DuBois suggested periodic commercial sanitation rate increased rather than one large amount be charged. Public Works Director Hunt explained that the commercial rate was increased last year and would generate sufficient funds for several years.

2. Commission Action on Proposed Fiscal Year 2015/2016 Annual Budget Setting the "Current Year Proposed Operating Millage Rate".

The Commission discussed what millage rate would be acceptable.

Motion: Vice-Mayor Glas-Castro moved to set the current year proposed millage rate to 5.3474 mills; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 4-0

PUBLIC COMMENT:

None

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 11:00 p.m.

_____

Mayor James DuBois

_____

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015

TOWN OF LAKE PARK

PROPOSED ANNUAL BUDGET

ALL FUNDS

FISCAL YEAR
October 1, 2015 through September 30, 2016

Prepared for Budget Meeting July 13, 2015

Exhibit "A"

TOWN OF LAKE PARK

ANNUAL BUDGET

GENERAL FUND

FISCAL YEAR
October 1, 2015 through September 30, 2016

2015/16			
10.0000	Millage		Increase
(3.4581)		Revenue	
6.5419	$	2,813,305	766,312
9.4028	Millage		
(3.4581)		Revenue	
5.9447	$	2,542,387	491,788
8.8055	Millage		
(3.4581)		Revenue	
5.3474	$	2,271,470	224,477

2014/15
3,702,748
(1,655,755)
2,046,993

TOWN OF LAKE PARK - ANNUAL BUDGET
GENERAL FUND REVENUE & EXPENSE RECAP
FISCAL YEAR 2015-16

FUND	001	FUNCTION	General Fund
		ACTIVITY	Revenues and Expenditures

GF Budget Summary		Actual Expenses 2012-13	Actual Expenses 2013-14	Current Budget 2014-15	Estimate for the Year 2014-15	By Department 2015-16	Proposed Budget 2015-16	Adopted Budget 2015-16
001	Revenue	7,994,241	8,348,960	8,461,526	8,307,126	7,506,409	-	-
100	Town Commission	91,741	85,368	111,641	99,173	105,982	-	-
104	Town Manager	218,464	197,704	141,065	110,902	260,675	-	-
105	Human Resources	123,140	136,874	135,197	141,867	168,706	-	-
106	Town Clerk	161,429	139,840	152,187	182,020	178,064	-	-
108	Town Attorney	97,869	104,063	121,000	110,000	121,000	-	-
110	Information Technology	141,980	166,263	185,195	211,878	163,464	-	-
150	Finance and Accounting	407,459	414,130	421,201	412,099	490,120	-	-
200	Law Enforcement	2,610,559	2,670,582	2,689,498	2,677,029	2,760,914	-	-
250	Emergency Management	-	-	1,000	-	1,000	-	-
300	Fire	1,545,931	1,550,508	1,655,755	1,655,755	-	-	-
400	Public Works Administration	196,055	186,297	195,817	187,018	260,850	-	-
406	Public Works - Grounds	363,481	323,618	359,539	317,636	406,533	-	-
408	Public Works - Facilities	302,468	277,493	286,351	235,246	428,425	-	-
410	Public Works - Vehicle Maintenance	71,176	84,656	82,459	98,230	183,764	-	-
450	Public Works - Parking Meters	70,349	73,351	43,178	38,346	48,641	-	-
500	Community Development	492,311	534,168	602,656	524,381	536,734	-	-
600	Recreation	181,598	183,885	185,245	187,758	253,568		
700	Library	247,053	231,971	257,158	221,496	293,147		
900	Non-Departmental	3,162,318	771,928	835,384	829,232	1,111,793	-	-
Total Expenses		10,485,381	8,132,699	8,461,526	8,240,065	7,773,380	-	-
Surplus (Deficit)		(2,491,140)	216,261	-	67,061	(266,971)	-	-

E:\! 2015-16 Budget\BUDGET FY 2015-2016\[BKR GF Revenue-Expense Recap FY15-16.xlsx]Fund Recap

TOWN OF LAKE PARK - ANNUAL BUDGET
GENERAL FUND INITIATIVES SUMMARY
FISCAL YEAR 2014-15

Department	Item	Cost
TOWN MANAGER (GF 104)		
	Provide Funding for Lake Park youth to attend dance classes	$ 1,500
	Provide funding for Club 100 to supplement the non-profit's initiatives in Lake Park	$ 5,000
	Elevate the position of Administrative Assistant to the Town Manager to Assistant to the Town Manager	$ 2,296
HUMAN RESOURCES (GF 105)		
	Removal from the Parks and Recreation Department budget of the 38 percent budgeted for the Administrative Assistant position	$ 14,725
	Upgrade of Administrative Assistant Position	$ 8,944
INFORMATION TECHNOLOGY (General Fund 110)		
	To replace old Storage Area Network (Dell MD3420) 6 years old no longer had warranty to new one	$ 14,500
	Transfer data to new SAN. This unit hold all the Town's Data	$ 2,400
	To add a new XEN in case the old three servers down	$ 8,700
	Replacement of 7 years old printer are no longer working.	$ 4,000
	To add client computers to EOC server at FS 68 for Emergency operation (2 laptops)	$ 3,000
	Replace old server (more than 5 years)	$ 3,200
	To add spare workstations for all department (5 computers)	$ 5,000
	Budget for 2016-2017 replacement of old phone system to VOIP	$ 15,000
FINANCE DEPARTMENT (General Fund 150)		
	Professional fee connected to completing a Policy and Procedures manual.	$ 10,000
PUBLIC WORKS ADMINSTRATION (GF 400)		
	Upgrade of Administrative Assistant Position	$ 6,851
	Administrative Assistant	$ 33,579
PUBLIC WORKS - GROUNDS MAINTENANCE (GF 406)		
	Start replacement of 72" mulching mowers. Purchase one, Toro Grounds Master	$ 18,000
	Replace golf cart with all-terrain vehicle w/bed	$ 9,500
	Purchase and install irrigation controls (variable frequency drive) at Bostrom Park	$ 9,000
FACILITIES MAINTENANCE (GF 408)		
	Town Hall: Paint &seal, replace french doors in ballroom, and replace west entry door and add rain hood.	$ 104,250
	Bostrom Park: Basketball Crt. Lights / Irrigation Pump Electric Panel	$ 3,500
	Replace "WORK ORDER" Computer	$ 1,500
	Create a Facilities Maintenance Worker II position to replace the F.M. Worker III	$ 42,080
VEHICLE MAINTENANCE (GF 410)		
	Purchase five (5) pre-owned vehicles from Palm Beach County for the replace-	$ 32,500
	the fuel card reader system if it wishes to remain an authorized County	$ 7,000
	Replace tire mounting machine.	$ 6,000
	Bring back the Mechanic II position that was eliminated (laid-off) in	$ 34,818
COMMUNITY DEVELOPMENT (GF 500)		
	Geographic Information Systems (GIS)	$ 16,000
	Elevate the position of Administrative Assistant to Assistant to the Community Development 'Director	$ 1,914
	Add an additional Code Enforcement Officer	$ 41,527
RECREATION (GF 600)		
	Recreation Staffing	$ 39,959
LIBRARY (GF 700)		
	Additional Staff	$ 38,876
	Technical upgrades	$ 6,700
ACROSS ALL GENERAL FUND DEPARTMENTS		
	Potential Rate increases	$ 71,553
TOTALS FOR INITIATIVES **THAT ARE INCLUDED**		$ 623,372

TOWN OF LAKE PARK - ANNUAL BUDGET
GENERAL FUND REVENUE (General Fund 001)
REVENUE BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-311.100	Ad Valorem Taxes	3,276,884	3,507,900	3,702,748	3,290,723	3,660,998	2,542,387		
001-311.110	Ad Valorem Taxes - CRA	245,018	287,535	335,664	335,664	335,664	419,158		
001-311.120	Delinquent Taxes	44,850	7,323	15,000	1,631	2,447	1,000		
001-314.100	Utility Tax - Electric	667,672	748,992	636,000	351,099	702,198	705,000		
001-314.300	Utility Tax - Water	136,912	131,896	145,000	88,069	150,975	155,000		
001-314.400	Utility Tax - Gas	44,644	45,607	43,000	30,206	45,309	45,000		
001-315.100	Communications Service Tax	356,437	351,110	322,862	161,492	242,238	327,363		
001-316.100	Business Tax Receipts	331,742	332,267	330,000	322,062	330,000	330,000		
001-316.110	Contractors Fees	2,214	2,648	2,000	1,778	2,667	2,700		
001-316.120	Bus Tax Zoning Confirmation	13,285	14,352	10,800	7,130	10,695	10,800		
001-316.130	Out of Town Business Reg/Deca	25		-	50	50	-		
001-322.100	Building Permits w/Min. Surch.	14,580	13,073	20,000	6,691	10,037	15,000		
001-322.110	Building Permits Other	99,740	100,711	50,000	33,677	50,516	50,000		
001-322.111	Building Permits - Administrative Fee:	-	1,200	-	1,351	2,027	900		
001-322.115	Bldg. Permit Application - Zoning/PW				15,157	22,736	15,000		
001-322.300	Building Code Education Fund	168		250		-			
001-322.500	Special Event Permit - Appl.	1,350	1,600	2,000	650	975	500		
001-322.900	Cost Recovery	10,375	30,987	10,000	12,290	18,435	-		
001-323.100	Franchise Fees - Electric	464,734	555,505	525,000	267,733	535,466	550,000		
001-323.400	Franchise Fees - Gas	5,719	8,404	7,500	3,628	4,837	5,000		
001-323.700	Franchise Fees - Solid Waste	23,431	30,238	20,000	13,498	26,996	30,000		
001-329.100	Alarm Permits	17,050	13,975	16,000	7,500	11,250	13,000		
001-329.105	Bldg. Official Inspections		1,040	-	80	120			

TOWN OF LAKE PARK - ANNUAL BUDGET
GENERAL FUND REVENUE (General Fund 001)
REVENUE BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-329.110	Reinspection / Reinstatement	4,800	8,525	4,000	1,844	2,766	1,000		
001-329.152	Penalty - Bldg. Permits				2,736	4,104	2,700		
001-329.153	Penalty - Surcharges				85	128	81		
001-329.200	Signage Permits	8,050	8,650	7,000	4,600	6,900	6,000		
001-329.204	BTR Inspections/Re-inspections		280		569	854	-		
001-329.214	All Other Inspections		80		100	150	-		
001-334.700	Grant - State Aid to Libraries	8,381	7,014	7,000	6,922	6,922	7,000		
001-335.120	State Revenue Sharing	232,778	235,154	253,000	155,943	233,915	321,229		
001-335.150	Alcoholic Beverage Licenses	10,243	9,516	8,000	8,237	12,356	12,000		
001-335.180	Half Cent Sales Tax	563,688	605,562	612,000	394,385	591,578	642,098		
001-335.190	Motor Fuel Tax Refund	5,482	4,114	5,123	2,531	3,797	4,000		
001-338.110	Business Tax - County	18,390	17,481	13,000	11,380	17,070	17,000		
001-341.110	Administrative Fee - CRA	-	51,176	70,000	46,667	70,001	70,000		
001-341.401	Administrative Fee - Marina	100,000		30,000	20,000	30,000	30,000		
001-341.402	Administrative Fee - Stormwater	50,000	71,074	60,000	40,000	60,000	60,000		
001-341.404	Administrative Fee - Sanitation	135,000	106,325	135,000	90,000	135,000	135,000		
001-341.500	Tax Search			-	9,365	14,048	15,000		
001-341.900	Copy Charges / Tax Searches	17,171	16,341	10,000	2,705	4,058	5,000		
001-341.905	Admin Cost - Public Records Ret.	42	91	100	63	95	100		
001-342.510	Plan Review Fees for Development A	6,750	16,100	8,000	7,500	11,250	8,000		
001-342.520	Bank Registration Fees	10,050	7,950	3,500	2,850	4,275	3,500		
001-344.300	Advertising - Bus Shelters	2,430	2,453	2,350	1,470	2,205	1,000		
001-344.500	Parking Fees - Meters Off-road	15,833	15,304	15,000	7,139	10,709	12,000		

TOWN OF LAKE PARK - ANNUAL BUDGET
GENERAL FUND REVENUE (General Fund 001)
REVENUE BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-344.510	Parking Fees - Meters On-road	13,182	13,758	12,000	9,500	14,250	15,000		
001-344.520	Parking Passes		1,994	2,000	200	1,800	800		
001-347.100	Library Copies	306	343	350	295	443	400		
001-347.200	Recreation - Summer Camp Fees	14,065	10,940	10,000	2,771	4,157	11,000		
001-347.210	Recreation - Miscellaneous	1,780	1,075	1,000	2,646	3,969	4,000		
001-347.220	Recreation - Tennis Program	14,172	10,722	16,000	3,160	4,740	5,000		
001-347.221	Recreation - Utility Fee/Tennis Courts	900	150	-	415	415	-		
001-347.230	Recreation - Senior Bus Trips	1,034	425	500		-	-		
001-347.235	Tree lighting	50	2,220	1,000	2,000	2,000	2,000		
001-347.245	Recreation - Independence Day	2,552		1,000		-	-		
001-347.500	Recreation - Facilities Rental	20,171	11,657	15,000	11,953	17,930	20,000		
001-347.505	Party Package	616	600	316	530	795	1,000		
001-347.905	Recreation - Staff Coverage	6,472	5,460	3,160	5,535	8,303	7,000		
001-347.910	Bingo Fees	800		-		-	-		
001-347.915	Recreation Program Fees	340		-		-	-		
001-347.916	Recreation Vendor Fees				150		-		
001-347.920	Ballroom Dancing Fees	-	436	-		-	-		
001-347.921	Martial Arts Program	835	419	-		-	-		
001-347-922	Martial Arts	1,878		-		-	-		
001-347.926	Recreation-Tennis Court Light	657	665	-		-	-		
001-347.935	Recreation - Car Show	1,328		1,000		-	-		
001-349.100	Service Charge - Dishonored Checks	822	110	100	60	90	100		
001-351.100	Fines & Forfeitures (PBSO)	39,380	26,081	30,000	12,625	18,938	18,000		

TOWN OF LAKE PARK - ANNUAL BUDGET
GENERAL FUND REVENUE (General Fund 001)
REVENUE BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-352.100	Fines - Library	871	1,421	650	739	1,109	1,000		
001-354.100	Fines - Code Violations (80%)	82,971	83,215	72,000	17,053	25,580	40,000		
001-354.105	Fines - Alarm Violations	12,900	7,025	10,000	2,075	3,113	2,000		
001-354.110	Code Violations - Admin Cost	12,633	13,727	12,300	5,503	8,255	11,000		
001-354.120	Penalties - Business Tax Receipts	8,536	90	7,300	246	369	500		
001-354.130	Fines-Parking Meter Violation	6,610	6,930	7,500	3,550	5,325	5,000		
001-354.135	Parking Violations - Code	50	475	350	345	518	350		
001-354.210	Code Violations - Community Improve	20,740	20,804	18,000	4,438	6,657	10,000		
001-361.100	Interest Earnings	3,959	3,208	3,500	1,712	2,568	2,500		
001-361.110	Interest Earnings - Tax Collections	10,793	4,334	17,000		-	-		
001-361.120	Sales Tax Commissions	69	39	50	11	17	20		
001-361.130	Interest on Assessments	2,376	2,238	1,750	361	542	500		
001-361.200	Filing Fees	713	250	-		-	-		
001-362.100	Rent - P.B.C. Sheriff	120	110	120	80	120	120		
001-362.120	Rent - Cell Tower (Sprint)	27,308	28,400	15,382	15,383	15,382	-		
001-362.121	Rent - Cell Tower (Crown Castle)	17,080	17,763	17,080	-	35,400	35,400		
001-362.122	Rent - Cell Tower (T-Mobile)	-		2,950	2,950	2,950	-		
001-362.124	Rent - Burt Reynolds Institute	-	12	12		12	12		
001-362.200	Rent - Dunkin Donuts Lot	7,788	8,099	7,488	8,423	8,423	8,844		
001-363.120	Service Charges-Code Violation	1,785	8,223	4,500		-	-		
001-364.100	Sale of Surplus Property	2,043	472	1,000		-	-		
001-365.100	Sale of Scrap Material	-	528	500		-	-		
001-366.300	Event Sponsorship	850		-		-	-		

TOWN OF LAKE PARK - ANNUAL BUDGET
GENERAL FUND REVENUE (General Fund 001)
REVENUE BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-366.710	Summer Read Program	1,200		-		-	-		
001-366.713	Grant - FMIT Safety	5,000	445	100	1,992	2,988	3,000		
001-369.100	Miscellaneous Revenue	2,646	3,662	1,388	1,179	1,769	1,000		
001-369.110	Coke Machine Proceeds	227	88	-		-			
001-369.120	Emergency Reimbursements	-		1,000		-	1,000		
001-369.130	Seacoast Advisory Board	3,600	3,600	3,600	2,400	3,600	3,600		
001-369.200	Cash Over/Short	(6)	99	-	(24)	(36)	-		
001-369.300	Refund Prior Year Expense	85	228	85		-	-		
001-369.320	Reimbursement - PBSO Fuel	31,332	32,746	25,000	10,157	15,236	25,000		
001-380.402	Reimbursement - Stormwater Main.	39,550	29,962	39,950	26,633	39,950	40,000		
001-381.110	Transfer from CRA Fund - ILA	169,520	169,516	169,325	112,883	169,325	169,325		
001-381.130	Transfer from CRA Fund - ILA	41,104	91,325	91,322	60,881	91,322	91,322		
001-381.190	Transfer Streets and Roads	100,000	100,008	90,000	60,000	90,000	90,000		
001-381.401	Transfer from Marina	10,000		10,000	6,667	10,000	10,000		
001-381.402	Transfer from Stormwater	51,300	51,300	50,000	33,333	50,000	50,000		
001-381.404	Transfer from Sanitation	250,000	200,000	250,000	166,667	250,000	250,000		
001-389.400	Donations		2,004			-	-		
001-389.700	Donations - Library	1,230	6	-	1	1	-		
	SUB-TOTAL	7,994,241	8,348,960	8,461,525	6,366,728	8,307,126	7,506,309	-	-
001-38-000-9000	BALANCE BROUGHT FORWARD			1	-		100		
001-389.700	TOTAL GENERAL FUND REVENUE	7,994,241	8,348,960	8,461,526	6,366,728	8,307,126	7,506,409	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN COMMISSION (General Fund 100)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	51,472	50,992	51,309	48,499	51,309	-	-
Operating Expenses	40,269	34,376	60,332	49,402	51,673	-	-
Capital Outlay	-	-	-	1,272	3,000	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	91,741	85,368	111,641	99,173	105,982	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Mayor	1.00	1.00		
Vice-Mayor	1.00	1.00		
Commissioner	1.00	1.00		
Commissioner	1.00	1.00		
Commissioner	1.00	1.00		
	5.00	5.00	0.00	0.00

E:\! 2015-16 Budget\BUDGET FY 2015-2016\[BKR Fund 150 - Insurance Fund 2015-16.xlsx]Revenue & Expenses - Sch 2

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN COMMISSION (GF 100)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-511-100-11000	Executive Salaries	47,808	47,718	47,540	29,801	44,702	47,540		
001-51-511-100-19900	Wages Reclassified				845	845			
001-51-511-100-21000	FICA	3,457	3,048	3,637	1,880	2,820	3,637		
001-51-511-100-24000	Worker's Compensation Insurance	207	226	132	88	132	132		
	TOTAL PERSONNEL EXPENSES	51,472	50,992	51,309	32,614	48,499	51,309	-	-
001-51-511-100-31000	Professional Services	23,827	21,788	18,447	8,455	12,683	10,588		
001-51-511-100-40000	Travel & Training	3,891	3,910	10,000		-	10,000		
001-51-511-100-41100	Telephone	1,256	1,238	1,100	910	1,365	1,100		
001-51-511-100-41200	Postage & Shipping	-		100	-	-	100		
001-51-511-100-47000	Printing	208		300	48	72	1,500		
001-51-511-100-48000	Promotional Activity	4,411	545	8,500	9,614	14,421	3,500		
001-51-511-100-48045	Sunset Celebration			14,400	6,098	9,147	16,800		
001-51-511-100-49400	Uniforms & Clothing	-	262	250	-	-	500		
001-51-511-100-51000	Office Supplies	60		120	-	-	120		
001-51-511-100-54200	Memberships, Dues, & Subscriptior	6,616	6,633	7,115	7,809	11,714	7,465		
	TOTAL OPERATING EXPENSES	40,269	34,376	60,332	32,934	49,402	51,673	-	-
001-51-511-100-64100	Machinery & Equipment	-	-	-	1,272	1,272	3,000		
	TOTAL CAPITAL	-	-	-	1,272	1,272	3,000	-	-
	TOTAL DEPT EXPENDITURES	91,741	85,368	111,641	66,820	99,173	105,982	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET

TOWN COMMISSION (GF 100)

DEPARTMENTAL BUDGET DETAIL

FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN COMMISSION (GF 100)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Mayor	FT			10,000								10,000
Vice Mayor	FT			9,385								9,385
Commissioner	FT			9,385								9,385
Commissioner	FT			9,385								9,385
Commissioner	FT			9,385								9,385
FICA	3,637											3,637
Worker's Compensation Insurance	132											132
Total Wages & Benefits				47,540	-	-	-	-	-	-	-	51,309

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN COMMISSION (GF 100)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
100-31000	Professional Services	Professor Instrum to do Phase 2 of the study of the election process	8,800
		Web hosting services (Vendor: 633A -- $894 + $420 + $474)	1,788
		Total	10,588
100-40000	Travel & Training	$2,000.00 allowance per elected official	10,000
100-41100	Telephone	Mobile phone charges	1,100
100-41200	Postage & Shipping	Incidental postage and shipping	100
100-47000	Printing	Incidental printing	1,500
100-48000	Promotional Activity	Annual Volunteer Recognition Receiption	2,000
		Constant Contact (e-mail blasts)	1,500
		Total	3,500
100-49399	Sunset Celebration	Band - $900 per month, other expenses - $500 per mo.	16,800
100-49400	Uniforms & Clothing	Two shirts per Commissioner @ $50.00 each	500
100-51000	Office Supplies	$10.00 / month	120
100-54200	Memberships, Dues, & Subscriptions	Palm Beach County League of Cities	5,015
		Florida League of Cities	1,050
		Northern Palm Beach County Chamber of Commerce	675
		Florida League of Mayors	350
		Other	375
		Total	7,465
		ToTal Operating Expenses	51,673
100-64100	Capital	Replacement of five iPads	3,000

TOWN OF LAKE PARK - ANNUAL BUDGET

TOWN MANAGER (GF 104)

DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES

FISCAL YEAR 2015-16

The Town Manager is the Chief Administrative Officer of the Town of Lake Park. The position is appointed by the Town Commission. The Office of the Town Manager reports to the Mayor, Vice Mayor and Commission members. The Town Manager is responsible for the effective and efficient operation of all departments. The manager carries out the policies of the Commission. The Commission is the Chief Executive and Policy making authority for the town. The manager is dedicated to providing essential public services in the most cost effective manner possible. The manager works closely with staff to implement departmental and administrative policies. The manager responds to residential concerns, provides direction for staff and works in partnership with the Commission, Department Heads to ensure services are provided at the highest level possible given the availability of funding.

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN MANAGER (GF 104)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	205,794	189,187	130,515	102,435	201,773	-	-
Operating Expenses	12,670	8,517	10,550	8,467	59,902	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	218,464	197,704	141,065	110,902	261,675	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Town Manager (15% shared with the CRA)	1.00	1.00		
Assistant to the Town Manager (15% shared with the CRA)	1.00	1.00		
	2.00	2.00	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN MANAGER (GF 104)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-512-104-11000	Executive Salaries	120,369	110,596	120,000	59,574	89,361	117,000		
001-51-512-104-12000	Regular Salaries	38,949	38,892	-	5,422	8,133	42,702		
001-51-512-104-14000	Overtime Salaries	29		-	-	-	200		
001-51-512-104-15000	Special Pay	-		-	-	-	6,000		
001-51-512-104-19900	Wages Reclassified		(7,840)	(21,391)	(14,261)	(21,392)	(21,391)		
001-51-512-104-21000	FICA	11,836	10,929	9,180	4,890	7,335	12,217		
001-51-512-104-22000	Retirement	14,000	13,154	12,000	6,476	9,714	13,835		
001-51-512-104-22100	Town Retirement Matching		807	-	12	18	500		
001-51-512-104-23100	Medical Insurance	16,252	17,857	7,758	4,422	6,633	26,542		
001-51-512-104-23200	Insurance - Dental	759	790	371	186	279	816		
001-51-512-104-23300	Insurance - Life	1,273	1,456	994	825	1,238	1,156		
001-51-512-104-23400	Insurance - Vision	125	130	65	22	33	142		
001-51-512-104-23500	Disability	1,672	1,836	1,238	522	783	1,754		
001-51-512-104-24000	Worker's Compensation Insurance	530	580	300	200	300	300		
	TOTAL PERSONNEL EXPENSES	205,794	189,187	130,515	68,290	102,435	201,773	-	-
001-51-512-104-34000	Contractual Services						29,856		
001-51-512-104-40000	Travel & Training	5,916	3,911	3,500	428	642	9,000		
001-51-512-104-41100	Telephone	2,971	2,943	1,900	1,681	2,522	1,900		
001-51-512-104-41200	Postage & Shipping	61	70	100		-	100		
001-51-512-104-44200	Equipment Leases	564		100	-	-	100		
001-51-512-104-47000	Printing			100	-	-	100		
001-51-512-104-48000	Promotional Activities		74	1,500	1,141	1,712	7,100		
001-51-512-104-48001	Support of Town Organizations	-	-	-	-	-	8,796		

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN MANAGER (GF 104)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-512-104-49400	Uniforms & Clothing			100	-	-	200		
001-51-512-104-51000	Office Supplies	677	109	250	954	1,431	250		
001-51-512-104-52000	Operating Supplies			500		-	-		
001-51-512-104-54200	Memberships, Dues, & Subscriptions	2,481	1,410	2,500	1,440	2,160	2,500		
	TOTAL OPERATING EXPENSES	12,670	8,517	10,550	5,644	8,467	59,902	-	-
001-51-512-104-64100	Machinery & Equipment				1,230				
	TOTAL CAPITAL				1,230				
	TOTAL DEPT EXPENDITURES	218,464	197,704	141,065	75,164	110,902	261,675	-	-

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TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN MANAGER (GF 104)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Town Manager	FT	56.25	2,080	117,000	11,700	-	14,423	408	994	71	1,238	145,834
Assistant to the Town Manager	FT	20.53	2,080	42,702	2,135	1,000	12,119	408	162	71	516	59,113
				-								-
Wages Reclassified	(21,391)											(21,391)
Special Pay (car allowance)	6,000											6,000
FICA	12,217											12,217
Worker's Compensation Insurance	300											300
OverTime	200											200
Town Retirement Matching	500											500
Total Wages & Benefits	(2,174)			159,702	13,835	1,000	26,542	816	1,156	142	1,754	202,773

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN MANAGER (GF 104)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
104-34000	Contractual	Office of the Inspector General	29,856
104-40000	Travel & Training	FCCMA Annual Conference	900
		Florida Hurricane Conference	1,000
		Florida Redevelopment Association annual conference	1,500
		Florida League of Cities conference	1,500
		Palm Beach County Days	1,000
		National League of Cities annual conference	2,000
		Local meetings and travel	1,100
		Total	9,000
104-41100	Telephone	Office telephone extensions (2) and 1 cell phone	1,900
104-41200	Postage & Shipping		100
104-44200	Equipment Leases		100
104-47000	Printing		100
104-48000	Promotional Activities	Gift Cards - Property of the Month, Thanksgiving	7,100
104-48001	Support of Town Organizations	See Initiatives	8,796
104-47002	Uniforms & Clothing	4 logo shirts	200
104-51000	Office Supplies		250
104-54200	Memberships, Dues, & Subscriptions	ICMA membership	1,100
		Business Development Board membership	1,000
		Florida City/County Management Association membership	360
		Palm Beach County Management Association membership	40
		Total	2,500
		Total	$ 59,902

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN MANAGER (GF 104)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
	Provide Funding for Lake Park youth to attend dance classes		$ 1,500
	Provide funding for Club 100 to supplement the non-profit's initiatives in Lake Park		$ 5,000
	Elevate the position of Administrative Assistant to the Town Manager to Assistant to the Town Manager		$ 2,296
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE PROPOSED BUDGET		$ -	$ 8,796
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET		$ -	$ -
COMBINED TOTALS		$ -	$ 8,796

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TOWN OF LAKE PARK - ANNUAL BUDGET

HUMAN RESOURCES (GF 105)

DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES

FISCAL YEAR 2015-16

The goal of the Human Resources Department is to support the Town's mission by creating an environment to help promote the efficient and effective delivery of municipal services to the Town by its employees. Among this department's major responsibilities are the following:

- Human Resource Planning
- Human Resource Policy Development
- Employee Training and Development
- Employee Classification and Compensation
- Employee Benefit Planning
- Labor Relations
- Risk Management

In terms of the efficient delivery of departmental services, the departmental responsibilities outlined above have continued to be carried out in a cost-effective, accurate and timely manner. For example, this fiscal year the Human Resources Department conducted the national Town Manager search to fill the vacancy resulting from the retirement of Dale Sugerman. Such Town Manager search was successful in that a new Town Manager was hired by the Town effective 5/1/2015. The Human Resources Director also served as the Interim Town Manager from 1/26/2015 until 4/30/2015.

The Human Resources Department has continued its ongoing program of employee training focusing on compliance issues, and the Human Resources Director has continued to work with the Florida League of Cities and the Public Works Director in ensuring that the Town's workplace is a safe and healthy environment in which Town employees work, and which customers visit. Such safety initiatives have continued to significantly reduce the number of workplace accidents and workers' compensation claims and have resulted in a decrease in our workers' compensation insurance premiums.

In terms of promoting employee wellness, the Human Resources Department has arranged to bring the Jupiter Medical Center Wellness-in-Motion mobile unit back onsite to make various health screenings available to Town employees, and will do so again in FY 2016.

TOWN OF LAKE PARK - ANNUAL BUDGET
HUMAN RESOURCES (GF 105)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	102,180	110,753	112,450	122,027	141,561	-	-
Operating Expenses	20,960	26,121	22,747	19,840	27,145	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	123,140	136,874	135,197	141,867	168,706	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Human Resources Director	1.00	1.00		
Administrative Assistant (38% budgeted for the HR Dept.)	1.00	---		
Assistant to the HR Director	---	1.00		
	2.00	2.00	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET

HUMAN RESOURCES (GF 105)

DEPARTMENTAL BUDGET DETAIL

FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-512-105-11000	Executive Salaries	62,637	65,515	64,635	49,863	74,795	64,626		
001-51-512-105-12000	Regular Salaries	26,537	27,187	29,765	18,690	28,035	38,750		
001-51-512-105-13000	Other & Part Time Salaries	262			73	110	-		
001-51-512-105-14000	Overtime Salaries	98		100	231	347	100		
001-51-512-105-15000	Special Pay	726	726	720	438	657	2,720		
001-51-512-105-19900	Wages Reclassified	(13,778)	(13,915)	(15,178)	(10,125)	(15,188)	-		
001-51-512-105-21000	FICA	6,719	6,961	7,221	5,185	7,778	7,908		
001-51-512-105-22000	Retirement	3,132	4,674	4,719	3,438	5,157	5,169		
001-51-512-105-22100	Town Retirement Matching		2,125	2,217	1,369	2,054	2,585		
001-51-512-105-23100	Medical Insurance	13,488	14,758	15,516	10,345	15,518	17,068		
001-51-512-105-23200	Insurance - Dental	721	760	742	557	836	816		
001-51-512-105-23300	Insurance - Life	231	316	316	218	327	316		
001-51-512-105-23400	Insurance - Vision	130	130	316	87	131	142		
001-51-512-105-23500	Disability	1,092	1,314	1,205	876	1,314	1,205		
001-51-512-105-24000	Worker's Compensation Insurance	185	202	156	104	156	156		
	TOTAL PERSONNEL EXPENSES	102,180	110,753	112,450	81,349	122,027	141,561	-	-
001-51-512-105-31000	Professional Services	4,885	5,567	6,000	2,246	3,369	6,000		
001-51-512-105-34000	Contractual Services	4,836	5,767	4,000	2,271	3,407	4,000		
001-51-512-105-40000	Travel and Training		225	1,200	237	356	2,750		
001-51-512-105-41100	Telephone	261	258	300	132	198	300		
001-51-512-105-41200	Postage & Shipping	310	457	400	35	53	400		

TOWN OF LAKE PARK - ANNUAL BUDGET

HUMAN RESOURCES (GF 105)

DEPARTMENTAL BUDGET DETAIL

FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-512-105-44200	Equipment Leases	1,648	1,895	2,245	1,106	1,659	2,245		
001-51-512-105-47000	Printing	120	53	100		-	100		
001-51-512-105-47100	Photocopying		232		414	621	2,000		
001-51-512-105-48100	Advertising	6,440	8,038	5,000	5,026	7,539	6,000		
001-51-512-105-51000	Office Supplies	1,309	2,423	2,250	807	1,211	2,250		
001-51-512-105-54200	Memberships, Dues, & Subscription	1,151	1,206	1,252	951	1,427	1,100		
	TOTAL OPERATING EXPENSES	20,960	26,121	22,747	13,225	19,840	27,145	-	-
	TOTAL DEPT EXPENDITURES	123,140	136,874	135,197	94,574	141,867	168,706	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
HUMAN RESOURCES (GF 105)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2014-15

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Human Resources Director	FT	31.07	2,080	64,626	3,231	1,500	8,534	408	170	71	828	79,368
Assistant to the HR Director	FT	18.63	2,080	38,750	1,938	-	8,534	408	146	71	377	50,224
Special Pay - Employee of the Year Award	500											500
Overtime Salaries	100											100
Wages Reclassified	-											-
Phone Allowance	720											720
FICA	7,908											7,908
Worker's Compensation Insurance	156											156
Town Retirement Matching	2,585											2,585
Total Wages & Benefits				103,376	5,169	1,500	17,068	816	316	142	1,205	141,561

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
HUMAN RESOURCES (GF 105)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
105-31000	Professional Services	Florida Department of Law Enforcement Criminal Histories on the Internet (for state criminal background checks); National Student Clearing House (to verify academic degrees or attendance at a college or university); Crimcheck (for national criminal background and sex offender background checks) and, Benefits Workshop (aka JAG Enterprises, for administration of the Flexible Spending Account and the provision of COBRA services). This is being proposed as level funded from FY 2015.	$ 6,000
105-34000	Contractual Services	Jupiter Medical Center Occupational Health Services (for pre-employment and post-accident drug screens and physicals and commercial drivers' license-related drug screening); Innovative Credit Solutions (for credit investigations for applicants for certain positions); and, the Center for Family Services for the Employee Assistance Program for Town employees. This is being proposed as level funded from FY 2015	4,000
105-40000	Travel and Training	Intermediate Excel training for the HR Administrative Assistant through a local high school estimated at $150.00 (this is advertised in the fall in the publication entitled "Community Educator" along with the exact cost). Also included is the amount of $2,600 which is the cost of the training course entitled Supervisory Skills for New Supervisors through the Florida International University School of International and Public Affairs which is being proposed for Town department heads and supervisors.	2,750
105-41100	Telephone	State of Florida. Level funded from FY 2015.	300
105-41200	Postage & Shipping	United States Postal Service and occasionally Federal Express. This is being proposed as level funded from FY 2015.	400
105-44200	Equipment Leases	Toshiba (fixed cost)	2,245
105-47000	Printing	Minuteman Press. This is being proposed as level funded from FY 2015.	100
105-47100	Photocopying		2,000

TOWN OF LAKE PARK - ANNUAL BUDGET
HUMAN RESOURCES (GF 105)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
105-48100	Advertising	Palm Beach Post; International City/County Management Association; American Planning Association; Florida American Planning Association; Florida Government Finance Officers Association; and, other professional organizations as needed for which there is a cost for employment advertising. It is being proposed that this be increased from the $5,000 budgeted in FY 2015 to $6,000 for FY 2016 because of the high degree of job advertising that has taken place so far this fiscal year. With 75 percent of the fiscal year completed (as of 6/24/2015), this account shows a net availability of minus $26.	6,000
105-51000	Office Supplies	Staples and Office Depot, and an additional $1,000 to cover the cost of color and black and white printing for other departments, etc. which is taking place on the HR Department Toshiba copier/printer and cannot be separated out because no print meter has been installed on this equipment. The HR Department also bears the full cost of paper purchased for all printing and copying done on this equipment. This is being proposed as level funded from FY 2015.	2,250
105-54200	Membership, Dues & Subscription	International City/County Management Association ($323.17 membership renewal fee for HR Director); Society for Human Resource Management ($180.00 approx. membership renewal fee for HR Director); and, Business and Legal Reports ($596.95 for What To Do about Personnel Problems in Florida [$557.00 plus $39.95 shipping cost]). This is a decrease from the $1,252 budgeted for this item for FY 2015.	1,100
	Total		**$ 27,145**

TOWN OF LAKE PARK - ANNUAL BUDGET
HUMAN RESOURCES (GF 105)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Removal from the Parks and Recreation Department budget of the 38 percent budgeted for the Administrative Assistant position	Due to the increased Human Resources Department workload and increased level of responsibility assigned to this position, and the demand for an increase in the percentage of hours to be afforded to recreation duties including the increase in work on rentals from a part-time activity to a full-time activity which cannot be accomplished within the 38 percent budgeted for this position for the Parks and Recreation Department, it is being proposed that the 38 percent budgeted for this position for Parks and Recreation be removed, and that 100 percent of the costs for this position be budgeted in the Human Resources Department. The cost of this would be 38 percent of $38,750 which is the total cost per year of the second initiative (below).		$ 14,725
Upgrade of Administrative Assistant Position	Upgrade of the current Administrative Assistant position to Assistant to the Human Resources Director to reflect the increased Human Resource responsibilities assigned to the employee in the position of Administrative Assistant. This action would require the amendment of the classification plan to include the new job description of Assistant to the Human Resources Director. The hourly pay range proposed for this position is $18.63 per hour to $25.07 per hour which is consistent with the hourly rate for the current position of Assistant to the Public Works Director. Such action would result in a $4.30 per hour increase in the current hourly pay rate of $14.33 ($29,806 per year) for the position of Administrative Assistant to bring the employee up to minimum hourly rate of $18.63 ($38,750 per year) for the proposed new position, or an additional $8,944 per year. To prepare her for such increase in responsibilities, the employee currently in the position of Administrative Assistant has undergone extensive on-the-job Human Resource training by the Human Resources Director as well as training through the Florida Employment Law Seminar (in March of 2014) which provided her with an understanding of how to comply with Federal and State employment laws and regulations impacting management, i.e.: Federal and Sate Wage and Hour Laws; Employment at Will; Wrongful Discharge; Sexual Harassment; Legal and Illegal Interview Questions; Conducting Effective Reference Checks; Personnel Recordkeeping Requirements; How to Comply with the Americans with Disabilities and the Family Medical Leave Acts; How to Discipline and Discharge Employees Legally; and Dealing with Special Disciplinary Problems		$ 8,944
TOTALS FOR INITIATIVES THAT ARE INCLUDED IN THE PROPOSED BUDGET:			$ 23,669
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET			
COMBINED TOTALS			$ 23,669

TOWN OF LAKE PARK - ANNUAL BUDGET

TOWN CLERK (GF 106)

DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES

FISCAL YEAR 2015-16

The Town Clerk provides quality customer service to all Town customers and residents. The Clerk is the Town's chief records custodian, and protects and preserves all official records and documents, such as Ordinances, Resolutions, Commission and Board minutes, contracts and agreements. The Clerk is the Financial Disclosure Coordinator with the Florida Commission on Ethics, the Records Management Liaison to the Florida Department of State, along with coordinating all primary, general and special Town elections as the Municipal Supervisor of Elections. The Town Clerk is the administrator of all Town elections, and follows the Palm Beach County Supervisor of Elections for election dates and distributing candidate packages to overseeing ballots and administering the oath of office. The Clerk is the custodian of the Town Seal and provides notary services. The Clerk's Office disseminates information about legislative decisions and policy issues.

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN CLERK (GF 106)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	124,722	101,964	131,220	160,084	133,687	-	-
Operating Expenses	35,157	37,876	20,967	21,936	44,377	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	1,550	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	161,429	139,840	152,187	182,020	178,064	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Town Clerk	1.00	1.00	1.00	
Adminstrative Assistant	1.00	---	---	
Deputy Town Clerk	---	1.00	1.00	
	2.00	2.00	2.00	0.00

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TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN CLERK (GF 106)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-512-106-11000	Executive Salaries	57,694	57,754	62,641	39,222	78,444	62,629		
001-51-512-106-12000	Regular Salaries	35,030	16,629	41,439	25,523	51,046	41,475		
001-51-512-106-14000	Overtime Salaries	42		200	441	882	200		
001-51-512-106-15000	Special Pay	1,726	726	720	438	876	720		
001-51-512-106-19900	Wages Reclassified	-		(14,141)	(9,637)	(19,274)	(14,141)		
001-51-512-106-21000	FICA	7,020	5,374	7,962	4,515	9,030	7,964		
001-51-512-106-22000	Retirement	4,329	3,797	5,203	3,249	6,498	5,205		
001-51-512-106-22100	Town Retirement Matching		1,366	2,454	1,630	3,260	2,603		
001-51-512-106-23100	Medical Insurance	16,252	14,168	22,034	12,853	25,706	24,238		
001-51-512-106-23200	Insurance - Dental	721	570	742	495	990	816		
001-51-512-106-23300	Insurance - Life	359	360	423	286	572	423		
001-51-512-106-23400	Insurance - Vision	130	97	130	87	174	142		
001-51-512-106-23500	Disability	1,259	948	1,317	876	1,752	1,317		
001-51-512-106-24000	Worker's Compensation Insurance	160	175	96	64	128	96		
	TOTAL PERSONNEL EXPENSES	124,722	101,964	131,220	80,042	160,084	133,687	-	-
001-51-512-106-31000	Professional Services	1,050	2,550	1,050	1,050	2,100	3,480		
001-51-512-106-33000	Accounting, Audit & Elections	11,306	10,842	100		-	15,000		
001-51-512-106-34000	Contractual Services	3,403	5,622	4,900	3,200	6,400	6,400		
001-51-512-106-40000	Travel & Training	2,611	2,283	2,000	791	1,582	2,500	to 5,000 ?	
001-51-512-106-41100	Telephone	725	753	695	369	738	695		
001-51-512-106-41200	Postage & Shipping	329	263	220		-	200		
001-51-512-106-44200	Equipment Lease	5,135	3,208	3,352	1,872	3,744	3,352		

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN CLERK (GF 106)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-512-106-46000	Repair & Maintenance	289	745	2,000		-	500		
001-51-512-106-47000	Printing	722	136	150		-	150		
001-51-512-106-47100	Photocopying		461		813		-		
001-51-512-106-48000	Promotional Activity		20	-	2,659	5,318	5,000		
001-51-512-106-48100	Advertising	3,798	8,035	3,500		-	3,500		
001-51-512-106-48200	Recording Fees		79	100		-	100		
001-51-512-106-51000	Office Supplies	4,612	1,727	2,000	560	1,120	2,200		
001-51-512-106-52100	Gasoline & Diesel Fuel	685	583	500	282	564	500		
001-51-512-106-54100	Books & Subscriptions			100		-	400		
001-51-512-106-54200	Memberships, Dues, & Subscriptions	492	569	300	185	370	400		
	TOTAL OPERATING EXPENSES	35,157	37,876	20,967	11,781	21,936	44,377	-	-
001-51-512-106-63000	Improvements Other Than Buildings		4,229						
001-51-512-106-94100	Machinery & Equipment		5,096						
	TOTAL DEBT SERVICE	-	9,325	-	-	-	-	-	-
001-51-512-106-71000	Principal	1,518							
001-51-512-106-72000	Interest	32							
	TOTAL DEBT SERVICE	1,550	-	-	-	-	-	-	-
	TOTAL DEPT EXPENDITURES	161,429	149,165	152,187	91,823	182,020	178,064	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET

TOWN CLERK (GF 106)

WAGE AND BENEFITS - DETAIL

FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Town Clerk	FT	30.11	2,080	62,629	3,131	-	12,119	408	261	71	801	79,420
Deputy Town Clerk	FT	19.94	2,080	41,475	2,074	-	12,119	408	162	71	516	56,825
Wages Reclassified	(14,141)											(14,141)
Overtime Salaries	200											200
Phone Allowance	720											720
FICA	7,964											7,964
Worker's Compensation Insurance	96											96
Town Retirement Matching	2,603											2,603
Total Wages & Benefits	11,383			104,104	5,205	-	24,238	816	423	142	1,317	133,687

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
TOWN CLERK (GF 106)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
106-31000	Professional Services	Laserfiche - maintenance, upgrade, 5 additional licenses	$ 3,480
106-33000	Accounting, Audit & Elections	Municipal election - Commissioners	15,000
106-34000	Contractual Services	Municode - website fee; My Municode bundle	6,400
106-40000	Travel & Training	FACC Conference; PBCMCA Training	2,500
106-41100	Telephone		695
106-41200	Postage & Shipping		220
106-44200	Equipment Lease	Lease expense on the copier/printer/fax/scan machine	3,328
		Lease of Cable Boxes	24
		Total Equipment Leases	3,352
106-46000	Repair & Maintenance	Town Car repairs Discussion to remove from Clerk's Buget	2,000
106-47000	Printing	Nameplates	150
106-48100	Advertising	Bids/RFP's Ordinances	3,500
106-48200	Recording Fees		100
106-51000	Office Supplies	Bottled water, Color Copies, Misc. Supplies, Paper	2,200
106-52100	Gasoline & Diesel Fuel	Additional usage of the Town vehicle	500
106-54100	Books & Subscriptions	Robert's Rules of Order books for newly elected Commissioners	400
106-54200	Memberships, Dues, & Subscriptions	FACC, IIMC, PBCMCA, NNA	400
		TOTAL	$ 40,897

TOWN OF LAKE PARK - ANNUAL BUDGET

LEGAL (GF 108)

DEPARTMENTAL BUDGET SUMMARY

FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	-	-	-	-	-	-	-
Operating Expenses	97,869	104,063	121,000	110,000	121,000	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	97,869	104,063	121,000	110,000	121,000	-	-

Personnel Recap

The Commission contracts for these services

TOWN OF LAKE PARK - ANNUAL BUDGET
LEGAL (GF 108)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 03/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-514-108-31100	Professional Svc - Town Attorney	97,869	104,063	120,000	57,310	110,000	120,000		
001-51-514-108-31101	Professional Svc - Other Legal		-	1,000	-	-	1,000		
001-51-514-108-31200	Professional Svc - Foreclosure	-	-	-	-	-	-	-	
	TOTAL OPERATING EXPENSES	97,869	104,063	121,000	57,310	110,000	121,000	-	-
001-51-514-108-99105	Cost Recovery		-	-	-	-	-	-	-
	TOTAL OTHER EXPENSES	-	-	-	-	-	-	-	-
	TOTAL DEPT EXPENDITURES	97,869	104,063	121,000	57,310	110,000	121,000	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
LEGAL (GF 108)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
500-31100	Professional Services	Professional Svc - Town Attorney	$ 120,000
500-31101	Professional Services	Professional Svc - Other Legal	$ 1,000
		TOTAL	$ 121,000

TOWN OF LAKE PARK - ANNUAL BUDGET
INFORMATION TECHNOLOGY (GF 110)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

The Information Technology Department serves other Town departments through a series of services that includes integrating computer systems, coordinating and providing training, technology assistance and support. The department creates the technological environment that enables Town employees to quickly access vital information using the most efficient and cost effective system hardware and software. The department provides leadership as an active partner in the regional telecommunications and data-sharing network.

Services

Town Hall, Public Works, Library, Recreation, Marina and future EOC Disaster Recovery site:

- **Data:** The use of computers and networks to store, process and receive data
- **Computer systems and applications:**
  The development, installation, and implementation of computer systems and applications (IMS for Building Department, Ink force for Code Compliance system, ADG for Finance, future GIS for Community Development Department and Microsoft Exchange and Emails Protection System [EMPS], Dockmaster for Marina); also, public access computers located at Library with free Wi-Fi at Library and Marina
- **Hardware/Software/Printing/Scanning and Facsimile:**
  The support and management of computer, peripherals, and software (Virus and Malware Protection).
- **Network and Back-up:** Virtualization Servers
  (Town Hall, Public Works, Recreation, Marina and future EOC server as Disaster Recovery site).
- **Voice support:** Management and Maintenance of the telephones (Landlines and Cellular)
- **Security systems:** CCTV systems throughout the Town to provide live information to the Palm Beach County Sheriff's Office District 110
- **Communications:** LPTV channel 18 thru Comcast for the Town Meetings Live and Re-Broadcast within the Town boundaries

TOWN OF LAKE PARK - ANNUAL BUDGET
INFORMATION TECHNOLOGY (GF 110)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	98,438	99,279	101,362	127,872	102,539	-	-
Operating Expenses	40,763	50,142	49,325	56,740	58,925	-	-
Capital Outlay	2,779	16,842	32,508	27,266	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	2,000	-	2,000	-	-
Total Expenses	141,980	166,263	185,195	211,878	163,464	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Chief Information Technology Officer	1.00	1.00		
	1.00	1.00	0.00	0.00

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 110 - Department Summary 2015-16.xlsx]Initiatives - Sch 5

TOWN OF LAKE PARK - ANNUAL BUDGET
INFORMATION TECHNOLOGY (GF 110)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-512-110-11000	Executive Salaries	75,366	75,389	76,590	48,001	96,002	76,586		
001-51-512-110-15000	Special Pay	1,990	490	490	296	592	490		
001-51-512-110-21000	FICA	5,571	5,431	5,792	3,450	6,900	5,790		
001-51-512-110-22000	Retirement	3,912	3,895	3,829	2,415	4,830	3,829		
001-51-512-110-22100	Town Retirement Matching	-	1,795	1,877	1,207	2,414	1,915		
001-51-512-110-23100	Medical Insurance	9,509	10,478	11,017	7,345	14,690	12,119		
001-51-512-110-23200	Insurance - Dental	360	380	371	278	556	408		
001-51-512-110-23300	Insurance - Life	206	261	261	174	348	261		
001-51-512-110-23400	Insurance - Vision	65	65	65	43	86	71		
001-51-512-110-23500	Disability	1,000	1,046	1,046	711	1,422	1,046		
001-51-512-110-24000	Worker's Compensation Insurance	45	49	24	16	32	24		
001-51-512-110-26000	Mileage Reimbursement	414	-	-	-	-	-		
	TOTAL PERSONNEL EXPENSES	98,438	99,279	101,362	63,936	127,872	102,539	-	-
001-51-512-110-31000	Professional Services - Adm IT	3,662	14,947	8,000	6,210	9,315	17,100		
001-51-512-110-34000	Contractual Services	8,100	6,060	10,560	8,460	12,690	10,560		
001-51-512-110-40000	Travel & Training	810	442	1,000	1,179	1,769	1,500		
001-51-512-110-41100	Telephone	2,306	2,078	2,300	2,308	3,462	2,300		
001-51-512-110-41105	Telephone - DSL	1,369	3,327	3,000	2,178	3,267	3,000		
001-51-512-110-46100	Equipment Maintenance Contract	2,756	3,055	3,000	1,844	2,766	3,000		
001-51-512-110-49303	Software - Administration	6,412	6,421	8,250	6,006	9,009	8,250		
001-51-512-110-49306	Software Maintenance - Finance	4,415	4,595	4,415	4,635	6,953	4,415		
001-51-512-110-51000	Office Supplies	129	11	-		-	-		

TOWN OF LAKE PARK - ANNUAL BUDGET
INFORMATION TECHNOLOGY (GF 110)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-512-110-51900	Computer Supplies & Parts	7,313	6,058	4,000	4,030	6,045	4,000		
001-51-512-110-52000	Operating Supplies	2,636	2,773	4,000	16	24	4,000		
001-51-512-110-52200	Small Tools & Others			-		-			
001-51-512-110-54200	Memberships, Dues, & Subscriptior	855	375	800	960	1,440	800		
	TOTAL OPERATING EXPENSES	40,763	50,142	49,325	37,826	56,740	58,925	-	-
001-51-512-110-64100	Machinery & Equipment	2,779	16,005	32,508	18,177	27,266			
001-51-512-110-64101	Hardware - Town Commission				-	-			
001-51-512-110-64103	Hardware - Administration		837			-			
001-51-512-110-64106	Hardware - Finance					-			
001-51-512-110-64000	TOTAL CAPITAL OUTLAY	2,779	16,842	32,508	18,177	27,266	-	-	-
001-51-512-110-99901	Contingency			2,000	-	-	2,000		
	TOTAL OTHER EXPENSES			2,000	-	-	2,000	-	-
	TOTAL DEPT EXPENDITURES	141,980	166,263	185,195	119,939	211,878	163,464	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
INFORMATION TECHNOLOGY (GF 110)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Chief Information Technology Officer	FT	36.82	2,080	76,586	3,829	-	12,119	408	261	71	1,046	94,320
DSL Line	490											490
FICA	5,790											5,790
Worker's Compensation Insurance	24											24
Town Retirement Matching	1,915											1,915
Total Wages & Benefits				76,586	3,829	-	12,119	408	261	71	1,046	102,539

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
INFORMATION TECHNOLOGY (GF 110)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
110-31000	Professional Services	KDT Solutions, IT Consultant and support, & IT Audit	$ 17,100
110-34000	Contractual Services	Telvue Channel 18 and bulletin board	2,400
		EMPS Emails Protection Services (lakeparkflorida.gov)	2,880
		BDRS Disaster Recovery Services	2,400
		Website Hosting	780
		Total	10,560
110-40000	Travel & Training	FLGISA Annual Conference, CCIO Meeting, mileage reimbursement	1,500
110-41100	Telephone	Landline, Emergency phones by AT&T and Emergency air card	2,300
110-41105	DSL	DSL (Comcast and AT&T) for Town Hall	3,000
110-46100	Equipment Maintenance	AT&T Insurance for Telephones at Town Hall	3,000
110-49303	Software-Administration	Symantec Anti-Virus Protection Renewal (all)	
		Spector Software-Server Renewal	
		Astaro Firewalls	
		Backup Software	
		Software licenses Server if needed	
		Software licenses Office-Publisher	
		lakeparkflorida.gov Domain Renewal	250
		Total	8,250

TOWN OF LAKE PARK - ANNUAL BUDGET
INFORMATION TECHNOLOGY (GF 110)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
110-49306	Software-Finance	Accounting Software (ADG) Annual Support Fee	4,415
110-51900	Computer Supplies & Parts	Maintenance and Repair Computer Parts	4,000
110-52000	Operating Supplies	Power Back UPS, Tapes/Disks Back up	4,000
110-54200	Memberships, Dues, & Subscriptions	FLGISA, FCCMA, ICMA	800
		TOTAL	$ 58,925

TOWN OF LAKE PARK - ANNUAL BUDGET
INFORMATION TECHNOLOGY (General Fund 110)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
UPGRADED SAN	To replace old Storage Area Network (Dell MD3420) 6 years old no longer had warranty to new one		$ 14,500
	Transfer data to new SAN. This unit hold all the Town's Data		$ 2,400
MAIN SERVER AT TOWN HALL	To add a new XEN in case the old three servers down (6 years old and can be down at anytime).		$ 8,700
ID CARDS PRINTER	Replacement of 7 years old printer are no longer working.		$ 4,000
XEN SERVER AT EOC	To add client computers to EOC server at FS 68 for Emergency operation (2 laptops)		$ 3,000
PW-SERVER	Replace old server (more than 5 years)		3,200
SPARE WORKSTATION	To add spare workstations for all department (5 computers)		5,000
LANDLINES PHONE	Budget for 2016-2017 replacement of old phone system to VOIP		15,000
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE TOWN MANAGERS PROPOSED BUDGET		$ -	$ 55,800
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE DEPARTMENTS PROPOSED BUDGET		$ -	$ -
COMMISSION CHAMBERS			
	Telvue Webstreaming		$ 10,330
	Commission Chambers Camera replacement		$ 27,789
	Rear speakers		$ 3,596
	Presentation Display Solution		$ 18,852
	Acoustical Treatment		$ 5,578
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET		$ -	$ 66,145
COMBINED TOTALS		$ -	$ 121,945

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 110 - Department Summary 2015-16.xlsx]Initiatives - Sch 5

TOWN OF LAKE PARK - ANNUAL BUDGET
FINANCE DEPARTMENT (General Fund 150)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

The overall goal of the Town of Lake Park's Finance Department is to assure the effective and efficient use of the Town's fiscal and monetary resources and to safeguard Town assets.

Amoung the Finance Department's responsibilities are the development of the Town's fiscal budget; the development and implementation of financial and accounting reporting policies, proceedures, and practices in accordance with Government Accounting Standards Board pronouncements and other legally mandated standards; and, the development of sound record keeping and centralized public financial services in order to meet the highest promulgated standards.

Goals for the current and upcomming year are:

- Maintain a high level of transparency, openness, and disclosure with the Town Commission and the Senior Staff
- Work towards a effective and efficient team in the Finance Department
- Develop a plan to engage the community and the Commission in the financial planning of the Town, i.e. long term planning, budgeting, and specific proposals
- Stabilizing the Town's short term and long term financial position

TOWN OF LAKE PARK - ANNUAL BUDGET
FINANCE DEPARTMENT (General Fund 150)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	300,466	336,070	337,391	329,820	395,110	-	-
Operating Expenses	106,993	78,060	83,810	82,279	95,010	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	407,459	414,130	421,201	412,099	490,120	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Finance Director (15% shared w/ CRA)	1.00	1.00		
Chief Accountant	1.00	1.00		
Accountant II	1.00	1.00		
Accountant II (20% shared w/ Sanitation and 20% w/ Stormwater)	1.00	1.00		
Accountant I	1.00	1.00		
Office Assistant	1.00	1.00		
	6.00	6.00	0.00	0.00

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 400-DPW Admin 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK - ANNUAL BUDGET
FINANCE DEPARTMENT (General Fund 150)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-513-150-11000	Executive Salaries	75,288	75,333	80,500	50,420	75,630	80,496		
001-51-513-150-12000	Regular Salaries	157,819	163,132	202,374	126,953	190,430	243,027		
001-51-513-150-13000	Other & Part Time Salaries	3,085	24,757	-	-	-	-		
001-51-513-150-14000	Overtime Salaries	-	523	200	2,169	3,254	400		
001-51-513-150-15000	Special Pay	1,726	1,726	1,720	938	1,407	1,220		
001-51-513-150-19900	Wages Reclassified	-	-	(33,788)	(17,131)	(25,697)	(33,788)		
001-51-513-150-21000	FICA	17,364	19,538	21,717	13,304	19,956	24,788		
001-51-513-150-22000	Retirement	8,811	9,986	12,166	7,716	11,574	12,145		
001-51-513-150-22100	Town Retirement Matching	-	4,442	5,825	3,200	4,800	6,073		
001-51-513-150-23100	Health Insurance	31,044	30,328	39,645	27,290	40,935	52,144		
001-51-513-150-23200	Insurance - Dental	1,321	1,521	1,855	1,392	2,088	2,448		
001-51-513-150-23300	Insurance - Life	680	949	972	742	1,113	1,191		
001-51-513-150-23400	Insurance - Vision	238	260	325	216	324	426		
001-51-513-150-23500	Disability	2,787	3,244	3,676	2,535	3,803	4,336		
001-51-513-150-24000	Worker's Compensation Insurance	303	331	204	136	204	204		
001-51-513-150-25100	Unemployment Compensation			-	-	-	-		
	TOTAL PERSONNEL EXPENSES	300,466	336,070	337,391	219,880	329,820	395,110	-	-
001-51-513-150-31000	Professional Services	2,290	-		-	-	10,000		
001-51-513-150-33000	Accounting & Auditing	49,800	42,125	49,800	17,200	49,800	50,000		
001-51-513-150-34000	Contractual Services	22,315	7,051	4,440	11,493	12,973	4,440		
001-51-513-150-40000	Travel & Training	4,249	2,596	5,000	6,685	6,685	5,000		

TOWN OF LAKE PARK - ANNUAL BUDGET
FINANCE DEPARTMENT (General Fund 150)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-513-150-41100	Telephone	1,274	1,337	1,340	667	1,001	1,340		
001-51-513-150-41200	Postage & Shipping	5,131	5,266	4,500	503	755	4,500		
001-51-513-150-44200	Equipment Leases	4,425	3,605	4,285	1,847	2,771	4,285		
001-51-513-150-47000	Printing	575	582	1,000	187	281	1,000		
001-51-513-150-47100	Copying		285	-	293	440	1,000		
001-51-513-150-49000	Other Current Charges	435	435	435	-	-	435		
001-51-513-150-49600	Bank Charges / Admin Fees	11,340	8,065	8,000	2,222	3,333	8,000		
001-51-513-150-51000	Office Supplies	4,370	6,208	4,500	2,594	3,891	4,500		
001-51-513-150-52200	Small Tools & Other	195		-	-	-	-		
001-51-513-150-54100	Books & Subscriptions	159		-	44	66	-		
001-51-513-150-54200	Memberships & Dues	435	505	510	190	285	510		
	TOTAL OPERATING EXPENSES	106,993	78,060	83,810	43,925	82,279	95,010	-	-
001-51-513-150-64100	Machinery & Equipment	-	-	-	1,195	1,195	-		
001-51-513-150-62100	Buildings	-	-	-	-	-	-	-	-
	TOTAL CAPITAL	-	-	-	1,195	1,195	-	-	-
	TOTAL DEPT EXPENDITURES	407,459	414,130	421,201	265,000	413,294	490,120	-	-

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 400-DPW Admin 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK - ANNUAL BUDGET
FINANCE DEPARTMENT (General Fund 150)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2014-15

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Health Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Finance Director	FT	38.70	2,080	80,496	4,025	-	8,534	408	207	71	999	94,740
Chief Accountant	FT	30.01	2,080	62,421	3,121	-	Declined	408	207	71	712	66,940
Accountant I	FT	23.76	2,080	49,421	2,471	500	14,423	408	132	71	645	68,071
Accountant II	FT	24.31	2,080	50,565	2,528	-	12,119	408	207	71	660	66,558
Accountant II	FT	19.38	2,080	40,310	-	-	8,534	408	219	71	660	50,202
Office Admin	FT	19.38	2,080	40,310	-	-	8,534	408	219	71	660	50,202
												-
Overtime	400											400
Wages Reclassified	(33,788)											(33,788)
FICA	24,788											24,788
Phone Allowance	720											720
Worker's Compensation Insurance	204											204
Town Retirement Matching	6,073											6,073
												-
Total Wages & Benefits				323,523	12,145	500	52,144	2,448	1,191	426	4,336	395,110

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

E:\I 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 400-DPW Admin 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK - ANNUAL BUDGET
FINANCE DEPARTMENT (GF 150)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2014-15

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
150-31000	Professional fees	To help in preparing the proceedure manual	$ 10,000
150-33000	Accounting & Auditing	Annual Audit Fee (Nowlen Holt & Miner) & OPEB Actuarial (Foster & Foster	$ 50,000
150-34000	Contractual Services	Dunbar Armored Car Service $370/month	4,440
150-40000	Travel & Training	FGFOA Conference, FRA Conference, FABTO Conference, and ADG meetings	5,000
150-41100	Telephone	Six phone lines at $20 each times 12 months	1,340
150-41200	Postage & Shipping	Mailing of Sanitation bills, miscellaneous other bills, and notices	4,500
150-44200	Equipment Leases	Copy Machine lease ($2080), & Postage Machine ($2205)	4,285
150-47000	Printing	W-2 and 1099 Forms ($150), Business Tax Receipt forms ($200), Sanitations Billing cards ($350), various payroll and leave forms ($300)	1,000
150-47100	Copying	Per copy charges on the copier/printer	1,000
150-49000	Other Current Charges	GFOA Award Fee	435
150-49600	Credit Card and Banking Fees	Master Card / Visa, American Express, & Account Analysis Fees	8,000
150-51000	Office Supplies	Office Depot,Staples, and others for envelopes, copy paper, water, postage supplies, pens, etc.	4,500
150-54200	Memberships, Dues, & Subscriptions	GFOA ($170), FGFOA ($75), PBC GFOA ($60), FABTO ($40), and COSTCO ($165)	510
		TOTAL	$ 95,010

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 400-DPW Admin 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK - ANNUAL BUDGET
FINANCE DEPARTMENT (General Fund 150)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2014-15

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Policy and Procedures manual	Professional fee connected to completing a Policy and Procedures manual.	-	10,000
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE **TOWN MANAGERS** PROPOSED BUDGE		$ -	$ 10,000
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE **DEPARTMENTS** PROPOSED BUDGET		$ -	$ 10,000

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 400-DPW Admin 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK - ANNUAL BUDGET

LAW ENFORCEMENT SERVICES (GF 200)

DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES

FISCAL YEAR 2015-16

The policing and security duties for the Town are contracted to the Palm Beach County Sheriff's Office (PBSO).

The eleventh addendum to the contract, the Lake Park Law Enforcement Service Agreement, has been proposed by the Palm Beach County Sheriff's Office at a $73,464 increase for Fiscal Year 2016. This brings the annual amount to $2,722,314 a 2.77% increase.

The increase includes an additional Law Enforcement Service Aide and an additional Crossing Guard.

TOWN OF LAKE PARK - ANNUAL BUDGET
LAW ENFORCEMENT SERVICES (GF 200)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services							
Operating Expenses	2,610,559	2,670,582	2,689,498	2,677,029	2,760,914	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	2,610,559	2,670,582	2,689,498	2,677,029	2,760,914	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Lieutenant	1.00	1.00		
Sergeants	3.00	3.00		
Deputy Sheriffs	19.00	19.00		
Administrative Secretary	1.00	1.00		
Law Enforcement Service Aide	—	1.00		
School Crossing Guards	9.00	10.00		
	33.00	35.00	0.00	0.00

E:\! 2015-16 Budget\BUDGET FY 2015-2016\[BKR Fund 150 - Insurance Fund 2015-16.xlsx]Revenue & Expenses - Sch 2

TOWN OF LAKE PARK - ANNUAL BUDGET
LAW ENFORCEMENT SERVICES (GF 200)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-52-521-200-34010	Contract PBC Sheriff	2,571,200	2,622,624	2,648,850	1,765,900	2,648,850	2,722,314		
001-52-521-200-41100	Telephone	2,371	2,628	1,600	1,338	2,007	1,600		
001-52-521-200-43000	Utilities	10,863	9,699	10,000	5,713	8,570	10,000		
001-52-521-200-43250	Garbage & Trash	1,108	1,094	2,000	1,066	1,599	2,000		
001-52-521-200-45000	Insurance	1,626	1,891	1,448		-	-		
001-52-521-200-49101	Property Tax	-	-	600	-	-	-		
001-52-521-200-52100	Gasoline & Diesel Fuel	23,391	32,646	25,000	10,669	16,004	25,000		
	TOTAL OPERATING EXPENSES	2,610,559	2,670,582	2,689,498	1,784,686	2,677,029	2,760,914	-	-
	TOTAL DEPT EXPENDITURES	2,610,559	2,670,582	2,689,498	1,784,686	2,677,029	2,760,914	-	-

Section 4302 District 10 – Lake Park
Fiscal Years 2015-2016 Budget Narrative

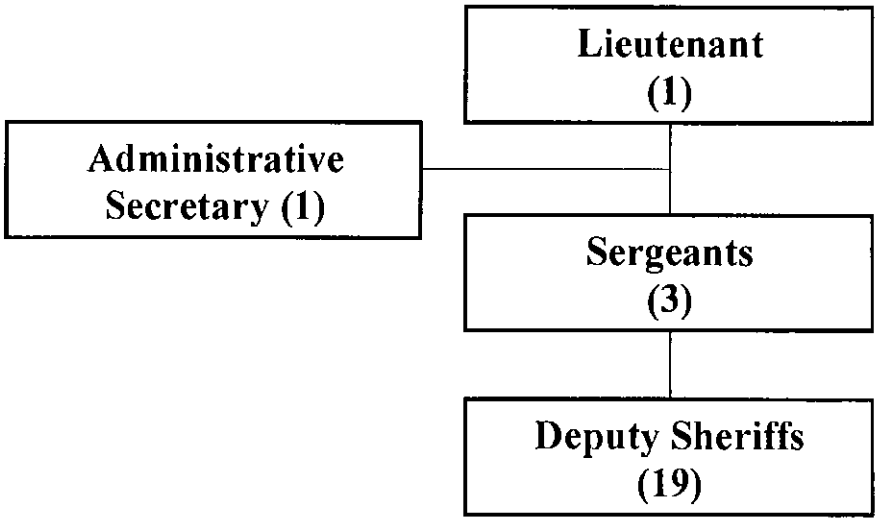
I. Section Description and Primary Functions

Section 4302: District 10 is a contract established on October 1, 2001 with the Town of Lake Park, Florida. The Town of Lake Park is located in the northeastern part of Palm Beach County and is bordered by the municipalities of Riviera Beach, Palm Beach Gardens, and North Palm Beach. The town is approximately 2.5 square miles in size and has an estimated population of 8,477. The primary function of this section is to provide law enforcement services to the town.

II. Organizational Structure of Section

District 10 consists of one (1) Lieutenant, three (3) Sergeants, nineteen (19) deputies, and one (1) Administrative Secretary.

District 10 – Lake Park
Organizational Structure



III. FY 2014 Accomplishments

Patrol Activities:

- Total Events: 36,358
- Total Events w/Case Numbers: 3,066
- Total Cases Cleared by Arrest: 26
- Total Directed Patrols: 22,504
- Total Traffic Stops: 2,253
- Total Citations Written: 2,683

Other Programs and Initiatives:

- Attended all of the Lake Park Community Watch meetings during the year and provided crime updates and crime prevention information.
- Continued to send crime updates and crime prevention information to residents and businesses via the Lake Park Community Email system and Town of Lake Park webpage.
- Worked with the PBSO Webmaster to update the District 10 webpage.
- Provided traffic control assistance to Lake Park Elementary school.
- Continue to train assigned deputies in expertise fields.
- PBSO Crime Prevention Deputies conducted several Crime Prevention Surveys for businesses in the town.
- Provided extra security for the Town's annual event "Lake Park Chili Cook Off" at Kelsey Park April 5th, 2014.
- Continued to document and clean up graffiti as quickly as possible. Collaborated with Lake Park Code Enforcement and Town of Lake Park Public Works to address those locations that refused to clean up the graffiti. Also utilized the PBSO Graffiti Busters during the year.
- Completed annual inventory with no discrepancies.
- District participated in the (vehicle theft prevention) Bait Car program.
- All District 10 personnel completed in-service training for 2014.
- Collaborated with the Lake Park COP Unit to set up deputy/COP ride-a-long schedule.
- *Holiday Action Plan 2014: District 10 personnel along with assistance from the Lake* Park COP conducted increased patrols in the various shopping areas of the town during the holiday shopping season. During this time, over 2000 directed/business patrols were conducted in marked/unmarked vehicles, on bicycles, from the air, and foot.
- The District 10 Community Events Deputy participated in the November 2014 food drive to help feed needy families. We provided 11 boxed meals including turkey, stuffing, rolls, corn and green beans.
- Collaborated with the District 3 Street Team and other PBSO districts in "Operation Just Cause".
- Completion of SARA plans "Open Air Drug Market" resulting in multiple arrests.
- Conducted Operation Plans in the district.
  - Operation Rough Rider
  - Operation Smash & Grab

- Continue to identify and create a list of vacant properties in the residential areas of the town.
- Provided extra security for the Town's annual event "Seafood Fest" on Park Avenue November 22nd and 23rd 2014.
- Collaborated with S.P.O.T. unit to conduct several checks on all registered sexual predators/offenders in the Town of Lake Park throughout the year.
- Provided a deputy for security at monthly Special Magistrate Hearings at Town Hall.
- Attended all Town of Lake Park Town Council Meetings.
- Attended all Town Senior Staff Meetings.
- Continue Crime Prevention/safety public service message for the residents and broadcasted on the Town's in-house cable channel.
- Participated in "Shop with a Cop" December 12th, 2014.
- Continuing D.A.R.T. certifications for new District 10 deputies.
- Attended NAMAC and WAMAC monthly meetings.
- Collaborated with local church programs.
- Collaborated with the Club 100 Charities and participated in the opening of the Lake Park Outreach Center.
- Participated in the "Chaplin" Ride-along" program.
- Conducted numerous "Crime Stopper" investigations.
- Continue to participate in the "Pill Drop" box program.
- Continue to participate in the "Decoy Car" crime prevention program.
- Conducted and identified local Gang members.
- Participated in the "homeless" registry program.
- Conducted the "House Watch" service program.
- Continue to eradicate local illegal massage parlors.
- Collaborated with Strategic Intelligence to form "intelligence liaison deputies".

IV. 2015 Priorities

- Public safety.
- Quality of life issues.
- Crime reduction.
- Maintain and improve relationships/partnerships with local law enforcement via intelligence sharing.
- Continue to improve Community Oriented Policing efforts within the Town of Lake Park.
- Support Lake Park Community Watch Program in increasing community participation.
- Collaborate with the COP program on various initiatives to include recruitment of members, more active patrols, parking enforcement activities.
- Use problem solving and partnerships to decrease crime in the town.
- Continue to improve the district's communication with business owners and town residents through a variety of methods.

V. 2016 Objectives

- Public safety.
- Crime reduction/eradication.
- Traffic enforcement (speed/crash reduction)
- Directed patrol initiatives
- Enhance community oriented policing efforts.
- Decreased call response times.
- Enhance community relations.
- Foster quality of life issues/initiatives
- Eliminate problematic panhandling issues.
- Enhance partnerships with local law enforcement agencies.
- Continued partnership with Club 100 Charities and the Town of Lake Park Outreach Center.

ELEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE TOWN OF LAKE PARK

This Eleventh Addendum to the Law Enforcement Service Agreement is made by and between The Town of Lake Park (hereinafter referred to as "Town"), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The Town and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 1, 2005, a First Addendum effective June 01, 2006, a Second Addendum effective October 1, 2006, a Third Addendum effective October 1, 2007, a Fourth Addendum effective October 01, 2008, a Fifth Addendum effective October 01, 2009, a Sixth Addendum effective October 01, 2010, a Seventh Addendum effective October 01, 2011, an Eighth Addendum effective October 01, 2012, a Ninth Addendum effective October 01, 2013, and a Tenth Addendum effective October 01, 2014, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to adjust the level of service by adding one Law Enforcement Service Aide and one School Crossing Guard allocation and set forth the consideration for the third year of the extended contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The level of service and allocations for the Town are reflected in revised Exhibit A, attached and incorporated as if fully stated herein. Revised Exhibit A hereby replaces former Exhibit A to the Agreement and is effective October 01, 2015.

2. Article 6, Section 6.1, of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2015 through September 30, 2016, as follows: The total cost of personnel and equipment shall be $2,722,314.00. The monthly payments shall be $226,859.50.

3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

BY: _____
Ric L. Bradshaw

Title: Sheriff

Witness: _____
Daniel Smith, Major

DATE: _____

THE TOWN OF LAKE PARK

BY: _____
James DuBois

Title: MAYOR

Witness: _____
Vivian Mendez, Town Clerk

DATE: _____

EXHIBIT "A" *

Previous District 10 Allocations		Current District 10 Allocations	
Title	Quantity	Title	Quantity
Lieutenant LE	1	Lieutenant LE	1
Sergeant LE	3	Sergeant LE	3
Deputy Sheriff LE	19	Deputy Sheriff LE	19
Administrative Secretary	1	Administrative Secretary	1
Crossing Guard	9	Crossing Guard**	10
Law Enforcement Service Aide	0	Law Enforcement Service Aide***	1
TOTAL	33	TOTAL	35

* This Exhibit A is adopted as part of the Eleventh Addendum to the Agreement effective October 01, 2015.

**The former 9 crossing guard allocations have been changed to 10 in order to meet FDOT standards.

*** The Law Enforcement Service Aide position has been added with an annual additional cost of $73,464 and is for 40 hours per week.

TOWN OF LAKE PARK - ANNUAL BUDGET
EMERGENCY AND DISASTER RELIEF SERVICES (GF 250)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	-	-	-	-	-	-	-
Operating Expenses	-	-	1,000	-	1,000	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	-	-	1,000	-	1,000	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
None	-	-	-	-
	0.00	0.00	0.00	0.00

E:\I 2015-16 Budget\BUDGET FY 2015-2016\[BKR Fund 150 - Insurance Fund 2015-16.xlsx]Revenue & Expenses - Sch 2

TOWN OF LAKE PARK - ANNUAL BUDGET
EMERGENCY AND DISASTER RELIEF SERVICES (GF 250)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-52-525-250-34050	Other Contract Services - Debris	-	-	250	-	-	250		
001-52-525-250-34055	Other contract Services - Tree	-	-	250	-	-	250		
001-52-525-250-34060	Other Contract Services - Stormwate	-	-	250	-	-	250		
001-52-525-250-52000	Operating Supplies	-	-	250	-	-	250		
	TOTAL OPERATING EXPENSES	-	-	1,000	-	-	1,000	-	-
	TOTAL DEPT EXPENDITURES	-	-	1,000	-	-	1,000	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
FIRE PROTECTIVE SERVICES (GF 300)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	-	-	-	-	-	-	-
Operating Expenses	1,545,931	1,550,508	1,655,755	1,655,755	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	1,545,931	1,550,508	1,655,755	1,655,755	-	-	-

Recap

Contracted with Palm Beach County Fire Rescue

Palm Beach County Fire/Rescue Millage Rate for FY 2013 was 3.4581

Palm Beach County Fire/Rescue Millage Rate for FY 2014 was 3.4581

Palm Beach County Fire/Rescue Millage Rate for FY 2015 was 3.4581

Palm Beach County Fire/Rescue Millage Rate for FY 2016 is 3.4581, but with the addoption of the MSTU the funds will not pass through the Town of Lake Park

TOWN OF LAKE PARK - ANNUAL BUDGET
FIRE PROTECTIVE SERVICES (GF 300)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-52-522-300-34000	Contractual Services	1,545,931	1,550,508	1,655,755	1,107,136	1,655,755	-		
	TOTAL OPERATING EXPENSES	1,545,931	1,550,508	1,655,755	1,107,136	1,655,755	-	-	-
	TOTAL DEPT EXPENDITURES	1,545,931	1,550,508	1,655,755	1,107,136	1,655,755	-	-	-

RECEIVED

JUL 02 2015

Office of Town Manager
TOWN OF LAKE PARK

Fire Rescue
Chief Jeffrey P. Collins
405 Pike Road
West Palm Beach, FL 33411
(561) 616-7000
www.pbcgov.com

Palm Beach County Board of County Commissioners

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator
Robert Weisman

"An Equal Opportunity Affirmative Action Employer"

July 1, 2015

John O. D'Agostino, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Mr. D'Agostino:

Based on the July 1 property values, Palm Beach County Fire Rescue has submitted a proposed millage rate of **3.4581** for FY 2016. This rate is **7.11%** over roll-back. The Board of County Commissioners (BCC) will consider this proposal at their July 21st budget workshop and will authorize a rate to be submitted to the Palm Beach County Property Appraiser. The BCC will consider and adopt a final millage rate during the budget public hearings on September 8th and 21st.

Please note Florida Statute 125.01 (1)(q) states as follows:
".... If ad valorem taxes are levied to provide essential facilities and municipal services within the unit, the millage levied on any parcel of property for municipal purposes by all municipal service taxing units and the municipality may not exceed 10 mills..."

Therefore, the Town of Lake Park millage rate cap of 10 mills will be reduced by the Fire Rescue MSTU millage rate.

Please contact me if you have any questions or need additional information.

Sincerely,

Michael Martz, Director of Finance
Palm Beach County Fire Rescue
(561) 616-7021
email: mmartz@pbcgov.org

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS ADMINSTRATION (GF 400)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

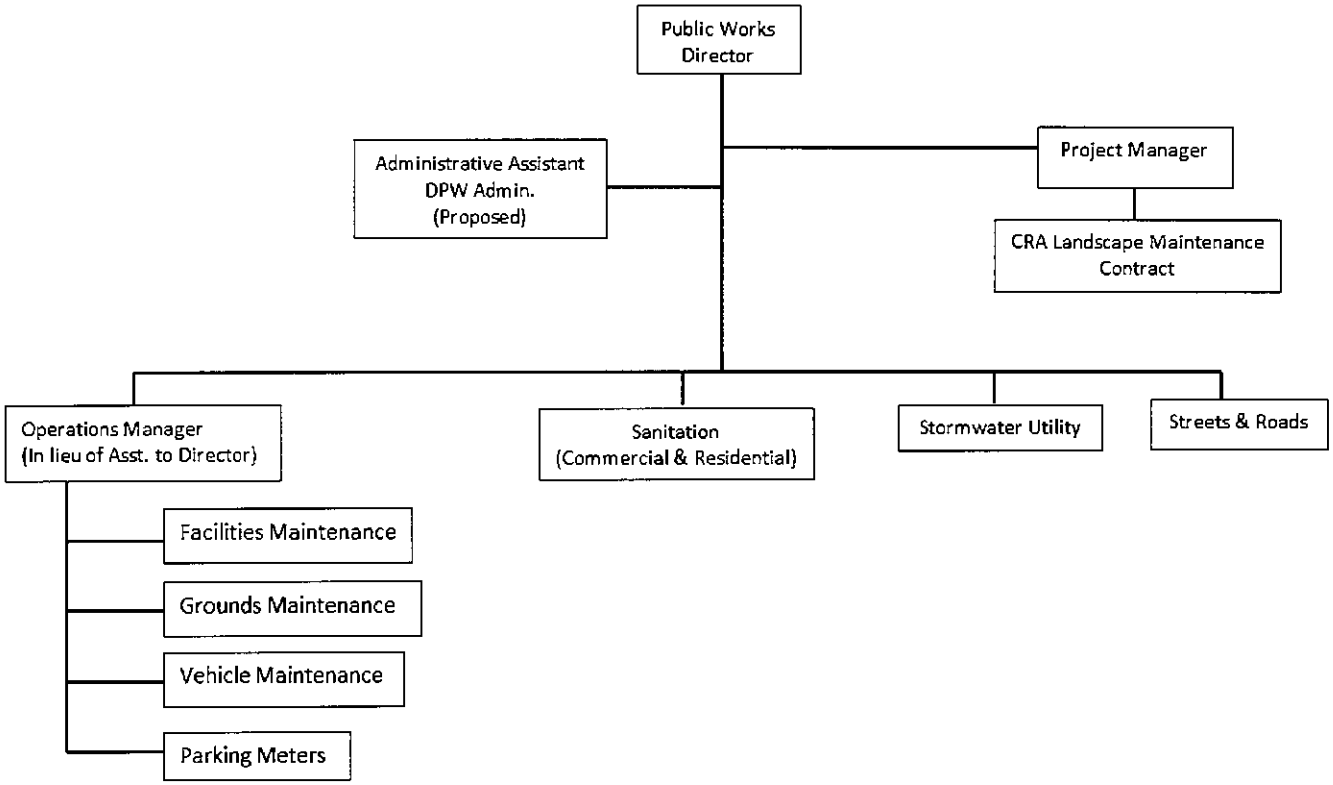
CORE VALUES:
*Safety and welfare of Town personnel and residents
*Maintenance of capital projects and other projects (construction of bid proposals, contracts, agenda items, maintenance of operations, etc.)
*Customer service with complaint resolution
*Support of all Public Works Divisions via work order management, vendor communications and work coordination, safety training, payroll, budget maintenance, etc.
*Communications hub for inter-departmental operations

Department of Public Works Administration provides support services to the eight divisions of Public Works. Administration provides support in the form of cost accounting/budget maintenance, issuance of work orders, payroll, working with vendors; facility supplies and safety gear. Most importantly, the Public Works Department Administration is the first point of contact for the Town when residents and businesses are in need of Sanitation services or are reporting unsound conditions of sidewalks and roadways.

Administration also works on capital projects, miscellaneous maintenance projects, prepares cost estimates and Commission agenda items. One of the goals set for this year is to establish a five year improvement plan to identify and prioritize areas in need of repair or improvement. This will facilitate the budget preparation process.

The Assistant to the Public Works Director responds to incoming calls between the hours of 7:30 a.m. until 4:00 p.m. thus providing an efficient first response to the caller. The entire Public Works Department endeavors to provide a caller or visitor to the Department with a small town, personalized attention experience.

TOWN of LAKE PARK
PUBLIC WORKS DEPARTMENT
Re-Organization Chart



Fiscal Year 2016 June, 2015

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS ADMINSTRATION (GF 400)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	178,603	166,176	180,271	177,458	241,476	-	-
Operating Expenses	17,452	20,121	15,546	9,560	19,374	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	196,055	186,297	195,817	187,018	260,850	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Public Works Director	1.00	1.00		
Assistant to the Director	1.00	0.00		
Operations Manager	0.00	1.00		
Project Manager (Part time, 20% shared w/ Stormwater) (10% shared w/ Streets & Roads, 20% w/ CRA)	0.65	0.72		
Administrative Assistant	0.00	1.00		
	2.65	3.72	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS ADMINSTRATION (GF 400)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-53-530-400-11000	Executive Salaries	70,235	70,305	69,992	47,213	70,820	75,379		
001-53-530-400-12000	Regular Salaries	54,374	29,072	37,440	24,512	36,768	73,944		
001-53-530-400-13000	Other & Part-Time Salaries	50,624	51,297	51,735	33,728	50,592	52,770		
001-53-530-400-14000	Overtime Salaries	346	385	700	345	518	700		
001-53-530-400-15000	Special Pay	1,452	1,452	1,940	1,376	2,064	2,660		
001-53-530-400-19900	Wages Reclassified	(38,686)	(23,315)	(25,868)	(17,245)	(25,868)	(25,868)		
001-53-530-400-21000	FICA	12,849	11,117	12,215	7,870	11,805	15,498		
001-53-530-400-22000	Retirement	6,280	3,609	5,372	3,154	4,731	7,466		
001-53-530-400-22100	Town Retirement Matching	-	1,663	2,686	1,193	1,790	2,988		
001-53-530-400-23100	Medical Insurance	17,601	17,390	20,870	13,914	20,871	31,491		
001-53-530-400-23200	Insurance - Dental	759	634	742	557	836	1,224		
001-53-530-400-23300	Insurance - Life	370	393	459	310	465	659		
001-53-530-400-23400	Insurance - Vision	65	16	65	43	65	142		
001-53-530-400-23500	Disability	1,574	1,327	1,503	1,054	1,581	2,003		
001-53-530-400-24000	Worker's Compensation Insurance	760	831	420	280	420	420		
	TOTAL PERSONNEL EXPENSES	178,603	166,176	180,271	118,304	177,458	241,476	-	-
001-53-530-400-31000	Professional Services	-	-	-	-	-		-	-
001-53-530-400-34000	Contractual Services	1,175	6,126	1,375	-	-	1,375		
001-53-530-400-40000	Travel & Training	-	311	400	149	298	3,750		
001-53-530-400-41100	Telephone	2,074	3,361	2,040	2,125	4,250	2,200		
001-53-530-400-41200	Postage & Shipping	270	118	225	10	20	225		
001-53-530-400-43000	Utilities	83		-		-			

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS ADMINSTRATION (GF 400)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-53-530-400-44200	Equipment Leases	748		1,486	-	-	1,486		
001-53-530-400-45000	Insurance	4,222	4,911	4,382		-	3,950		
001-53-530-400-46000	Repair & Maintenance	4,204		-		-			
001-53-530-400-46100	Equipment Maintenance Contract	787	787	788	394	788	788		
001-53-530-400-47000	Printing	97	292	250		-	400		
001-53-530-400-47100	Photocopying		118		132	264	100		
001-53-530-400-49101	Property Taxes	-		100	-	-	100		
001-53-530-400-49400	Uniforms & Clothing	25	202	200	-	-	200		
001-53-530-400-51000	Office Supplies	929	1,400	1,500	511	1,022	2,000		
001-53-530-400-52000	Operating Supplies				54	108			
001-53-530-400-52100	Gasoline & Diesel Fuel	2,562	2,196	2,250	1,113	2,226	2,250		
001-53-530-400-54200	Memberships, Dues, & Subscriptions	276	299	550	292	584	550		
	TOTAL OPERATING EXPENSES	17,452	20,121	15,546	4,780	9,560	19,374	-	-
001-53-530-400-64100	Machinery & Equipment	-	-	2,175	3,200	3,200	-		
	TOTAL CAPITAL	-	-	2,175	3,200	3,200	-	-	-
	TOTAL DEPT EXPENDITURES	196,055	186,297	197,992	126,284	190,218	260,850	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS ADMINSTRATION (GF 400)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Public Works Director	FT	36.24	2,080	75,379	3,769	500	14,423	408	261	Declined	974	95,714
Operations Manager	FT	21.22	2,080	44,138	2,207	-	8,534	408	198	71	529	56,085
Project Manager	PT	35.18	1,500	52,770	-	-	-	-	-	-	-	52,770
Administrative Ass't.	FT	14.33	2,080	29,806	1,490		8,534	408	200	71	500	41,009
Overtime	700											700
Phone Allow / Director/Prj. Mgr./ Op. Mg	2,160											2,160
Wages Reclassified	(25,868)											(25,868)
FICA	15,498											15,498
Worker's Compensation Insurance	420											420
Town Retirement Matching	2,988											2,988
Total Wages & Benefits	(4,802)			202,093	7,466	500	31,491	1,224	659	142	2,003	241,476

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS ADMINSTRATION (GF 400)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
400-34000	Contractual Services	Comcast internet	$ 1,375
400-40000	Travel & Training	College tuition reimbursement; Misc. training classes for P.E., C.E.U.'s	3,750
400-41100	Telephone	Cell phones, office phone & fax lines	2,200
400-41200	Postage & Shipping	Postage for contracts and plan reviews	225
400-44200	Equipment Leases	Photocopier - Toshiba	1,486
400-45000	Insurance		3,950
400-46100	Equipment Maintenance Contract		788
400-47000	Printing	Copies of site plans and project documents	400
400-49101	Property Taxes		100
400-49400	Uniforms & Clothing	Town logo office wear	400
400-51000	Office Supplies	Photocopy paper, file folders, toner, NCR forms, office desk w/chair ($500)	2,000
400-52100	Gasoline & Diesel Fuel	Fuel for vehicle #33 (Ford Explorer)	2,250
400-54200	Memberships, Dues, & Subscrip	APWA; National Arbor Day Foundation	550
			$ 19,474

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS ADMINSTRATION (GF 400)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Upgrade of Administrative Assistant Position	Upgrade of the current Assistant to the Public Works Director to Operations Manager.		6851
Administrative Assistant			$ 33,576
TOTALS FOR INITIATIVES THAT ARE INCLUDED IN THE PROPOSED BUDGET:			$ 40,427
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET			
COMBINED TOTALS			$ 40,427

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS GROUNDS MAINTENANCE (GF 406)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

CORE VALUES:
*Safety of personnel and general public
*Keeping parks and town greenways well manicured for a positive town image
*Keeping sports and play areas well cared for to support the recreation department's programs
*Maintain qualified personnel and efficient machinery/equipment to support timely and effective operations

The Grounds Maintenance Division is an important part of the Public Works Department for the Town. This Division is responsible for taking care of all the green areas throughout the Town except Park Avenue, 10th Street, and the Marina.

By keeping greenways and common areas well manicured and groomed, this Division improves and maintains the Town's positive image which ultimately contributes to attracting new residents as well as providing current residents a beautiful and safe place to live. We keep the parks well maintained to continue with that small town atmosphere. We hope that the well maintained parks and recreation areas create a welcoming space for residents to come together with their neighbors, families, and friends.

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - GROUNDS MAINTENANCE (GF 406)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	278,232	260,241	278,404	258,409	294,305	-	-
Operating Expenses	73,260	63,377	81,135	59,227	75,728	-	-
Capital Outlay	6,000	-	-	-	36,500	-	-
Debt Service	5,989	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	363,481	323,618	359,539	317,636	406,533	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Foreman	1.00	1.00		
Grounds Maintenance Crew Leader	1.00	1.00		
Maintenance Worker III	1.00	1.00		
Maintenance Worker II	2.00	2.00		
Irrigation Technician I (40% shared w/Stormwater, and 10% w/CRA)	1.00	1.00		
	6.00	6.00	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - GROUNDS MAINTENANCE (GF 406)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-57-572-406-12000	Regular Salaries	201,676	185,902	199,472	123,382	185,073	208,105		
001-57-572-406-14000	Overtime Salaries	69	(64)	400	548	822	400		
001-57-572-406-15000	Special Pay	2,000	1,500	1,500	1,000	1,500	1,500		
001-57-572-406-19900	Wages Reclassified	(15,604)	(19,834)	(19,001)	(12,629)	(18,944)	(19,001)		
001-57-572-406-21000	FICA	14,155	13,391	15,405	8,962	13,443	16,065		
001-57-572-406-22000	Retirement	9,249	8,372	9,121	5,215	7,823	9,537		
001-57-572-406-22100	Town Retirement Matching		3,614	4,561	2,472	3,708	4,769		
001-57-572-406-23100	Medical Insurance	54,048	55,091	57,256	36,232	54,348	62,982		
001-57-572-406-23200	Insurance - Dental	2,146	2,091	2,226	1,515	2,273	2,448		
001-57-572-406-23300	Insurance - Life	908	920	1,055	636	954	1,055		
001-57-572-406-23400	Insurance - Vision	378	357	390	243	365	426		
001-57-572-406-23500	Disability	3,197	2,329	2,695	2,480	3,720	2,695		
001-57-572-406-24000	Worker's Compensation Insurance	6,010	6,572	3,324	2,216	3,324	3,324		
001-57-572-406-25100	Unemployment Compensation	-	-	-	-	-			
	TOTAL PERSONNEL EXPENSES	278,232	260,241	278,404	172,272	258,409	294,305	-	-
001-57-572-406-34000	Contractual Services	5,081	4,546	10,500	7,710	11,565	9,300		
001-57-572-406-34010	Contractual Services - Park Avenue	1,297	160	-	-	-			
001-57-572-406-40000	Travel & Training	40	20	400	74	111	400		
001-57-572-406-41100	Telephone	1,326	1,347	1,328	799	1,199	1,328		
001-57-572-406-43000	Utilities	12,157	11,039	12,800	6,840	10,260	12,800		
001-57-572-406-44100	Rentals	2,502	3,321	4,000	1,578	2,367	4,000		
001-57-572-406-45000	Insurance	3,642	4,236	3,407		-			
001-57-572-406-46000	Repair & Maintenance	5,172	4,575	7,800	4,748	7,122	8,650		

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - GROUNDS MAINTENANCE (GF 406)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-57-572-406-46010	Repair & Maintenance-Park Avenue		2,963	3,750	1,836	2,754			
001-57-572-406-49400	Uniforms & Clothing	2,436	1,495	2,000	354	531	2,000		
001-57-572-406-52000	Operating Supplies	20,447	16,579	22,150	9,656	14,484	24,250		
001-57-572-406-52010	Operating Supplies - Park Avenue	3,009	789	-	-	-			
001-57-572-406-52100	Gasoline & Diesel Fuel	13,368	11,142	12,000	5,601	8,402	12,000		
001-57-572-406-52200	Small Tools & Other	2,505	1,165	1,000	288	432	1,000		
001-57-572-406-54200	Memberships, Dues & Subscriptions	278	-	-		-			
	TOTAL OPERATING EXPENSES	73,260	63,377	81,135	39,484	59,227	75,728	-	-
001-57-572-406-64100	Machinery & Equipment						27,500		
001-57-572-406-63000	Improvement Other Than Bldg	6,000	-	-	-	-	9,000		
	TOTAL CAPITAL OUTLAY	6,000	-	-	-	-	36,500		-
001-57-572-406-71000	Principal	5,865						-	
001-57-572-406-72000	Interest	124						-	
	TOTAL DEBT SERVICE	5,989	-	-	-	-	-	-	-
	TOTAL DEPT EXPENDITURES	363,481	323,618	359,539	211,756	317,636	406,533	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - GROUNDS MAINTENANCE (GF 406)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Foreman	FT	21.72	2,080	45,178	2,259	500	8,534	408	235	71	616	57,801
Crew Leader	FT	14.60	2,080	30,368	1,518	-	14,423	408	102	71	415	47,305
Maintenance Worker III	FT	20.32	2,080	42,266	2,113	500	14,423	408	219	71	362	60,362
Maintenance Worker II	FT	16.62	2,080	34,570	1,729	500	8,534	408	177	71	472	46,461
Irrigation Technician II	FT	15.65	2,080	32,552	1,628	-	8,534	408	146	71	381	43,720
Maintenance Worker II	FT	11.14	2,080	23,171	290	-	8,534	408	176	71	449	33,099
Overtime Salaries	400											400
Wages Reclassified	(19,001)											(19,001)
FICA	16,065											16,065
Worker's Compensation Insurance	3,324											3,324
Town Retirement Matching	4,769											4,769
Total Wages & Benefits	5,557			208,105	9,537	1,500	62,982	2,448	1,055	426	2,695	294,305

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - GROUNDS MAINTENANCE (GF 406)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
406-34000	Contractual Services	Park fertilization; turf pest control at tennis courts & Evergreen House	
	Trugreen		5,550
	Nozzle Nolen		1,250
	Arborist Services		2,500
		TOTAL:	$ 9,300
406-40000	Travel & Training	Fertilizer, herbicide, & pesticide applicator certification training	400
406-41100	Telephone	Mobile phones with walkie talkie for crew leaders to communicate in the field	1,328
406-43000	Utilities	Electric and water fees associated with irrigation systems	12,800
406-44100	Rentals	Boom lift for tree trimming; trash pump to prime irrigation wells; power buggies for mulch	4,000
406-45000	Insurance		3,407
406-46000	Repair & Maintenance	Contract repairs of vehicles,mowers,and small engine tools; a mower drive unit costs $4,500	
	Hector Turf		1,500
	Lawnmower headquarters (lawnmower repairs, hydrostatic drive unit)		5,400
	Melrose Supply and Sales - irrigation system repairs		1,750
		TOTAL:	$ 8,650
406-46010	Repair & Maintenance-Park Ave	CWA's extra services for irrigation repairs, tree trimming, & plant re-sets	-
406-49400	Uniforms & Clothing	Uniform and safety boot replacements	2,000
406-52000	Operating Supplies	Maint. materials, E.g., parts, chemicals, pesticides, fertilizers, custodial products, etc. (This is a sample of typical vendors used in the past. It is not an exclusive list.)	
	Florida Water Processing Co. (rust inhibitor)		1,300
	Hector Turf		3,000
	Home Depot		700
	John Deere		2,000
	Kauff's Truck and Trailer		700
	Lawnmower headquarters (3 sets mower tires and blades)		3,850
	Lowes		800
	Supplyworks		950
	Melrose Supply		3,100
	Superior Mulch (mulch shipment split with recreation)		5,000
	MISC vendors		2,850
		TOTAL:	$ 24,250
406-52010	Operating Supplies - Park Ave	Funds specific for CRA fertilization, pest control, and irrigation repairs by Town staff	-
406-52100	Gasoline & Diesel Fuel	Fuel to run service trucks, mowers, and small engine equipment	12,000
406-52200	Small Tools & Others	Replace small engine tools that exceed useful life expectancy	1,000
		TOTAL:	$ 79,135

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - GROUNDS MAINTENANCE (GF 406)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Mach. & Equip	Start replacement of 72" mulching mowers. Purchase one, Toro *Grounds Master*		$ 18,000
	Replace golf cart with all-terrain vehicle w/bed		9,500
Improvement Other Than Building	Purchase and install irrigation controls (variable frequency drive) at Bostrom Park		9,000
TOTALS FOR INITIATIVES **THAT ARE INCLUDED IN** THE PROPOSED BUDGET			$ 36,500
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED IN** THE PROPOSED BUDGET			
COMBINED TOTALS			$ 36,500

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

CORE VALUES:
*Safety and welfare of Town personnel and general public
*Upkeep of Town historical buildings and other buildings
*Maintenance of proper air quality throughout Town buildings, including a/c, ventiliation, heating, etc.
*Support of special events put on by Recreation Department
*Maintenance of facility lighting

Our mission in Facilities Maintenance Division is to provide safe and well maintained public spaces in order to enhance visitor and staff users' experience. In keeping with our small town atmosphere, personnel promptly and courteously responds to calls for service.

We keep the Town looking "fresh", and we run the Division as efficiently as possible. We are pro-active in our maintenance by using inspection forms when checking buildings and playgrounds on a regular basis. We regularly paint and pressure clean, keep buildings well lit, and the plumbing functioning. This Division also manages the majority of contract vendor services which include A/C maintenance, custodial services, pest control, and building security systems.

We setup for special events, decorate for the holidays and prepare for hurricanes. This is the most versatile Division in Public Works.

Our clean buildings, parks, and Marina make Lake Park an inviting place people want to visit year round.

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	90,200	86,710	84,947	83,047	134,271	-	-
Operating Expenses	177,510	185,977	176,829	152,199	184,904	-	-
Capital Outlay	875	4,806	24,575	-	109,250	-	-
Debt Service							
Non-Operating	-	-	-	-	-	-	-
Total Expenses	302,468	277,493	286,351	235,246	428,425	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Facility Maintenance Worker III	1.00	1.00		
Facility Maintenance Worker II		1.00		
	1.00	2.00	0.00	0.00

E:\! 2015-16 Budget\BUDGET FY 2015-2016\[BKR INI SUMMARY 2015-16.xlsx]Initiatives - Sch 5

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-54-597-408-12000	Regular Salaries	45,596	44,694	44,366	28,513	42,770	75,941		
001-54-597-408-14000	Overtime Salaries	328	280	450	144	216	450		
001-54-597-408-15000	Special Pay	500	500	500	500	750	500		
001-54-597-408-19900	Wages Reclassified	25,833	21,182	21,510	14,221	21,332	21,510		
001-54-597-408-21000	FICA	3,527	3,456	3,467	2,216	3,324	5,882		
001-54-597-408-22000	Retirement	2,347	2,334	2,218	1,458	2,187	3,797		
001-54-597-408-22100	Town Matching Retirement		1,077	1,109	729	1,094	1,899		
001-54-597-408-23100	Medical Insurance	6,744	7,379	7,758	5,172	7,758	17,068		
001-54-597-408-23200	Insurance - Dental	360	380	371	278	417	816		
001-54-597-408-23300	Insurance - Life	185	235	235	157	236	470		
001-54-597-408-23400	Insurance - Vision	65	65	65	43	65	142		
001-54-597-408-23500	Disability	591	618	618	412	618	1,236		
001-54-597-408-24000	Worker's Compensation Insurance	4,124	4,510	2,280	1,520	2,280	4,560		
	TOTAL PERSONNEL EXPENSES	90,200	86,710	84,947	55,363	83,047	134,271	-	-
001-54-597-408-31000	Professional Services					-			
001-54-597-408-34000	Contractual Services	54,198	52,829	54,061	38,592	57,888	55,061		
001-54-597-408-34010	Permits and Fees	450		450	450	675	450		
001-54-597-408-40000	Travel & Training				105	158	100		
001-54-597-408-41100	Telephone	1,045	1,064	1,054	827	1,241	1,054		
001-54-597-408-43000	Utilities	58,190	62,853	60,000	33,603	50,405	60,000		
001-54-597-408-43250	Garbage & Trash	4,708	4,649	4,738	4,530	6,795	4,738		

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-54-597-408-44100	Rentals	249	436	500	2,280	3,420	1,500		
001-54-597-408-45000	Insurance	23,570	27,417	22,051		-	22,051		
001-54-597-408-46000	Repair & Maintenance	15,748	15,003	12,525	8,898	13,347	16,800		
001-54-597-408-46010	Repair & Maintenance - Parks		2,601	2,000		-	2,000		
001-54-597-408-46020	Repair & Maintenance - Bostrom Park		83	250		-	1,000		
001-54-597-408-49400	Uniforms & Clothing	199	297	300		-	600		
001-54-597-408-52000	Operating Supplies	13,539	13,871	13,300	9,478	14,217	13,700		
001-54-597-408-52100	Gasoline & Diesel Fuel	4,808	4,874	5,100	2,702	4,053	5,100		
001-54-597-408-52200	Small Tools and Others	806		500		-	750		
	TOTAL OPERATING EXPENSES	177,510	185,977	176,829	101,465	152,199	184,904	-	-
001-54-597-408-62100	Improvements-Bldg	875	4,806	24,575		-	104,250		
001-54-597-408-63000	Improvement Other Than Bldg	-	-	-	-	-			
001-54-597-408-64100	Machinery & Equipment					-	5,000		
	TOTAL CAPITAL OUTLAY	875	4,806	24,575	-	-	109,250	-	-
	TOTAL DEPT EXPENDITURES	268,585	277,493	286,351	156,828	235,246	428,425	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	PROPOSED	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Facility Maintenance Worker III	FT		21.76	2,080	45,261	2,263	500	8,534	408	235	71	618	57,890
													-
Facility Maintenance Worker II	FT		14.75	2,080	30,680	1,534		8,534	408	235	71	618	42,080
Overtime Salaries	450												450
Wages Reclassified	21,510												21,510
FICA	3,535	2,347											5,882
Worker's Compensation Insurance	2,280	2,280											4,560
Town Matching Retirement	1,132	767											1,899
Total Wages & Benefits	28,907	5,394			75,941	3,797	500	17,068	816	470	142	1,236	134,271

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor		Cost
408-34000	Contractual Services	Tyco Integrated Security	5 year contract for monitoring of fire alarm system at Sheriff's Sub-Station	$ 3,142
		USSI	3 year contract for cleaning Public Works, Town Hall, ballroom, PBSO District 10, and Lake Shore Park Bathrooms	23,928
		Alfi Electronics	Panic Alarm Town Hall; WiFi Service	927
		ADT	Town Hall elevator phone monitoring	386
		ThyssenKrupp	Monthly maintenance inspection for Town Hall	3,142
		Elevator Inspection Service	Annual inspections for Town Hall elevator	200
		Devcon Security	Fire alarm monitoring for Town Hall	1,545
		Devcon Security	Alarm monitoring for Evergreen House	443
		Heritage Crystal Clean	Disposal services for hazardous materials (fluorescent bulbs, etc	1,150
		Comcast	High speed internet and basic television service at Public Works	1,200
		Nozzle Nolen	Annual termite inspection for Evergreen House	200
		Nozzle Nolen	Annual termite inspection for Town Hall	825
		Nozzle Nolen	Monthly exterminating of Town Hall, Library, Public Works, and the Evergreen House	2,030
		Nozzle Nolen	Annual termite inspection for the Ball fields/Concession Bldg.	175
		Nozzle Nolen	Rodent bait stations at Lake Shore Park bathrooms and the Evergreen House	225
		American Cooling	Quarterly preventive maintenance for air conditioning units at Town Hall, PBSO District 10, Public Works and Library	4,400
		Alterna Power Inc.	Bi-monthly service for 5 town generators and annual tune-up	3,193
		Clark Sales/Display	Elec. holiday decorations - 10th Street	6,000

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor		Cost
		Preventive Fire & Safety	Fire extinguisher inspections	1,500
		PBC Health Dept	Annual septic tank operating permits	450
			TOTAL	$ 55,061
408-34010	Permits and Fees			450
408-41100	Telephone			1,054
408-43000	Utilities	Pays for electric and water utilities at all Town facilities		63,000
408-43250	Garbage & Trash	Pays the Solid Waste Authority's annual assessment for Town-owned garbage containers		4,738
408-44100	Rentals	Misc. rental equipment for maintenance activities, e.g., scaffolding, boom lift, paint sprayer		1,500
408-45000	Insurance			22,051
408-46000	Repair & Maintenance	Contract services,as-needed. E.g., A/C repairs, electric service plumbing, pest control. (This is a sample of typical vendors used in the past. It is not an exclusive list.)		
		A LOCKSMITH SHOP		$ 300
		ALTERNA POWER GENERATOR		1,500
		AMERICAN COOLING		4,000
		CITY ELECTRIC SUPPLY		1,400
		DANNY'S SEPTIC SERVICE		1,000
		HOME DEPOT		600
		MARTIN FENCE COMPANY		500
		KASPER ELECTRICAL/ELECTRICAL CONTRACTOR		2,500
		MISC VENDORS		5,000
		TOTAL:		$ 16,800
408-46010	Repair & Maintenance - Parks	Established to track maintenance materials specific to Town parks, E.g., paint, roof patch, etc.		2,000

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
408-46020	Repair & Maintenance - Bostrom Park		1,000
408-49400	Uniforms & Clothing	Replacement uniforms and safety boots for Public Works employees	600
408-52000	Operating Supplies	Maintenance materials, E.g., paint, water filters, hardware, keys, sealants (This is a sample of typical vendors used in the past. It is not an exclusive list.)	
		BETSY ROSS FLAGS	900
		BRITCO SIGN MANUFACTURING	400
		BOULEVARD PAINTS	500
		FIA CARD SERVICES	50
		HOME DEPOT	1,500
		JOHNSTONE SUPPLY	500
		JOHN DEERE LANDSCAPES/LESCO	400
		LAWSON PRODUCTS	200
		LOWES	1,500
		NEXGEN	475
		PALM BEACH GARDENS ACE	1,000
		SAFETY PRODUCTS (Personal Protective Equip - PPE)	450
		SEWELL HARDWARE COMPANY	500
		SIGNS OF PROGRESS	475
		SUPPLYWORKS (CUSTODIAL CONSUMABLES)	4,000
		WELDER SERVICES	350
		MISC VENDORS	500
		TOTAL:	$ 13,700

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
408-52100	Gasoline & Diesel Fuel	Necessary for the operation of service vehicles	5,100
408-52200	Small Tools & Others	Replacement of high-use power tools	750
			$ 187,804

TOWN OF LAKE PARK - ANNUAL BUDGET
FACILITIES MAINTENANCE (GF 408)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Improvements: Building	Town Hall: Prep, prime, seal, and paint exterior of building		$ 75,000
	Replace french doors in Mirror Ballroom with storm impact units		27,000
	Replace west entry door. Fabricate and install copper rain hoods		
	over three, exterior doors.		2,250
	TOTAL		104,250
Machinery & Equip.	Bostrom Park: Basketball Crt. Lights / Irrigation Pump Electric Panel - Install surge		
	suppressor and replace neutral bars		3,500
	Replacement desktop computer for tracking work orders and product searches		1,500
	TOTAL		5,000
Personnel	Create a Facilities Maintenance Worker II position to replace the F.M. Worker III		
	position that was eliminated (laid-off) in the FY '13 Budget (**See Schedule 3,**		
	***Wage & Benefits*, for associated costs)**		42,080
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE PROPOSED BUDGET			$ 151,330
Improvements: Building	Town Hall roof: Roofing Consultant advises that the roof will need to be		
	replaced within the next two to three years.		$ 155,000
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET			$ 155,000
COMBINED TOTALS			$ 306,330

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - FACILITY MAINTENANCE (GF 408)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

CORE VALUES:

*Safety and welfare of Town personnel and general public

*Provide effective, efficient maintenance to all Town vehicles and equipment

*Maintain all operations as environmentally friendly, and maintain compliance with all federal, state, and local regulations

*Maintain all operations as environmentally friendly, and maintain compliance with all federal, state, and local regulations

TOWN OF LAKE PARK - ANNUAL BUDGET

VEHICLE MAINTENANCE (GF 410)

DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES

FISCAL YEAR 2015-16

CORE VALUES:

*Safety and welfare of Town personnel and general public

*Provide effective, efficient maintenance to all Town vehicles and equipment

*Maintain all operations as environmentally friendly, and maintain compliance with all federal, state, and local regulations

*Maintain all operations as environmentally friendly, and maintain compliance with all federal, state, and local regulations

TOWN OF LAKE PARK - ANNUAL BUDGET
VEHICLE MAINTENANCE (GF 410)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	38,137	37,499	35,556	50,750	79,514	-	-
Operating Expenses	33,039	47,157	46,903	47,480	58,750	-	-
Capital Outlay	-	-	-	-	80,318	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	71,176	84,656	82,459	98,230	218,582	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Vehicle Maintenance Foreman (50% shared with Sanitation)	1.00	1.00		
Mechanic II	---	1.00		
	1.00	2.00	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET
VEHICLE MAINTENANCE (GF 410)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-59-591-410-12000	Regular Salaries	49,992	50,536	50,378	32,205	64,410	82,285		
001-59-591-410-14000	Overtime Salaries	336	603	100	784	1,568	100		
001-59-591-410-15000	Special Pay			2,000	2,000	4,000	-		
001-59-591-410-19900	Wages Reclassified	(28,071)	(31,800)	(32,254)	(21,527)	(43,054)	(32,254)		
001-59-591-410-21000	FICA	3,665	3,760	1,582	2,564	5,128	2,403		
001-59-591-410-22000	Retirement	2,545	2,626	2,519	1,739	3,478	4,114		
001-59-591-410-22100	Town Retirement Matching	-	1,212	1,259	875	1,750	1,284		
001-59-591-410-23100	Medical Insurance	6,744	7,379	7,758	5,172	10,344	17,068		
001-59-591-410-23200	Insurance - Dental	360	380	371	278	556	816		
001-59-591-410-23300	Insurance - Life	206	261	207	174	348	414		
001-59-591-410-23400	Insurance - Vision	65	65	65	43	86	142		
001-59-591-410-23500	Disability	671	701	671	468	936	1,342		
001-59-591-410-24000	Worker's Compensation Insurance	1,624	1,776	900	600	1,200	1,800		
	TOTAL PERSONNEL EXPENSES	38,137	37,499	35,556	25,375	50,750	79,514	-	-
001-59-591-410-34000	Contractual Services			1,400		-	2,400		
001-59-591-410-34010	Permits & Fees	65	65	65	65	130	65		
001-59-591-410-40000	Travel & Training				74		75		
001-59-591-410-41100	Telephone	335	336	275	200	400	275		
001-59-591-410-45000	Insurance	7,172	8,343	6,710		-	6,710		
001-59-591-410-45120	Insurance - Storage Tank Liability	1,225	1,400	703		-			
001-59-591-410-46000	Repair & Maintenance	7,302	15,386	17,325	14,959	29,918	20,500		
001-59-591-410-46300	Vehicle Parts & Supplies	13,205	15,657	17,175	5,573	11,146	22,800		

TOWN OF LAKE PARK - ANNUAL BUDGET
VEHICLE MAINTENANCE (GF 410)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-59-591-410-49400	Uniforms & Clothing	1,182	1,521	225	1,032	2,064	500		
001-59-591-410-52000	Operating Supplies	95	418	225	584	1,168	825		
001-59-591-410-52100	Gasoline & Diesel Fuel	2,458	2,849	2,600	1,327	2,654	2,600		
001-59-591-410-52200	Small Tools and Others		1,182	200		-	2,000		
	TOTAL OPERATING EXPENSES	33,039	47,157	46,903	23,814	47,480	58,750	-	-
001-59-591-410-64100	Machinery & Equipment	-	-	1,800	1,243	2,486	80,318		
	TOTAL OPERATING EXPENSES	-	-	1,800	1,243	2,486	139,068	-	-
	TOTAL DEPT EXPENDITURES	71,176	84,656	84,259	50,432	100,716	218,582	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
VEHICLE MAINTENANCE (GF 410)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Proposed	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Vehicle Maintenance Foreman	FT		24.70	2,080	51,376	2,569		8,534	408	207	71	671	63,836
Mechanic II	FT		14.86	2,080	30,909	1,545		8,534	408	207	71	671	42,345
Overtime Salaries	100												100
Wages Reclassified	(32,254)												(32,254)
FICA	1,505	898											2,403
Worker's Compensation Insurance	900	900											1,800
Town Retirement Matching	1,284												1,284
Total Wages & Benefits	(28,465)				82,285	4,114	-	17,068	816	414	142	1,342	79,514

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
VEHICLE MAINTENANCE (GF 410)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
410-34000	Contractual Services	G&K Services - Uniform and rag cleaning service	2,400
410-34010	Permits & Fees		65
410-41100	Telephone		6,710
410-45000	Insurance		703
410-45120	Insurance - Storage Tank Liability		1,400
410-46000	Repair & Maintenance	General Fund vehicles by outside vendors	
	ALL-STAR LOCK AND SAFE	VEHICLE KEY/LOCK REPLACEMENT OR REPAIR	$ 250
	ALL STAR AUTO SERVICE	HEAVY AUTO/LT TRUCK REPAIRS	6,000
	CURSIO EQUIPMENT REPAIR	REPAIRS AGING TIRE CHANGER AND TIRE BALANCER	-
	FCC EVRONMENTAL LLC	PARTS WASHER SERVICE/FLUOR LAMPS/ HAZ MAT WASTE DISPOSAL	1,500
	JIM PRICE AUTO BODY	PAINT AND BODY REPAIRS TO TOWN AUTO/LT TRUCKS	6,500
	KAUFFS OF PALM BEACH	DECALS OF TOWN AUTO/LT TRUCKS	150
	KAUFFS TRUCK & TRAILER	HEAVY REPAIRS TO PW TRAILERS	3,200
	KAUFFS TRANSPORTATION	TOWING SERVICE OF TOWN AUTOS/LT TRUCKS	150
	RIVIERA GENERATOR SERVICE	REPAIR OF ELECTRICAL COMPONANTS FOR TOWN VEHICLES/EQUIP	500
	S & S ALIGNMENT AND BRAKE SERVICE	ALIGNMENTS AND SUSPENSION REPAIRS ON AUTOS/LT TRUCKS	750
	SCHUMACHER AUTOMOTIVE INC	HEAVY AUTO/LT TRUCK REPAIRS	1,500
		TOTAL:	$ 20,500
410-46300	Vehicle Parts & Supplies	General Fund vehicles "in-house" repairs	
	ACTION BOLT AND TOOL	NUTS, BOLTS, DRILL BITS, & MISC. HAND TOOLS	$ 1,000
	ALL STAR AUTO SERVICE	SUPPLIES AUTO AND LT TRUCK PARTS FROM ALT. SOURCES	800
	BENNETT AUTO SUPPLY	MAIN SUPPLIER OF AUTO/LT TRUCK PARTS, FLUIDS, & SUPPLIES	4,000
	BOBS AUTO GLASS	MAIN SUPPLIER OF AUTO/LT TRUCK WINDSHILDS AND SIDE GLASS	400
	BOULEVARD TIRE CENTER	MAIN SUPPLIER OF AUTO/LT TRUCK TIRES PER FSA CONTRACT	6,000
	CERTIFIED LABORATORIES	MAIN SUPPLIER OF GREASE AND CHEMICALS FOR AUTO/LT TRUCK	1,000
	DELRAY LINCOLN-MERCURY	MAIN SUPPLIER OF FORD PARTS FOR TOWN GM AUTO/LT TRUCKS	1,500
	FIA CARD SERVICE	FUEL CARD SERVICE/REPLACEMENT FOR TOWN VEHICLES	100
	GENERAL GMC TRUCK SALES	ALT. SUPPLIER OF GM PARTS FOR TOWN AUTOS/LT TRUCKS	900
	IMPERIAL SUPPLIES INC	MISC AUTO ELECTRICAL SUPPLIESAND OTHER SMALL PARTS	650

TOWN OF LAKE PARK - ANNUAL BUDGET
VEHICLE MAINTENANCE (GF 410)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
410-46300	Vehicle Parts & Supplies (cont.)	General Fund vehicles "in-house" repairs	
	INDUSTRIAL CLEANING EQUIPMENT	CAR WASH SOAP, BRUSHES & MISC. CLEANING SUPPLIES	200
	KAUFFS TRUCK AND TRAILER	MAIN SUPPLIER OF HITCHES, TRAILER AND RELATED PARTS	200
	KIMBALL MIDWEST	SUPPLIER OF SPECIALTY AUTO/LT TRUCK PARTS AND SUPPLIES	600
	LAWSON PRODUCTS	ALT. SUPPLIER OF SPECIALTY AUTO/LT TRUCK PARTS SUPPLIES	600
	NEXGEN	ALT.SUPPLIER OF GREASE AND OTHER CHEMICALS	500
	PALM BEACH SPRING CO	ALT. SUPPLIER OF FLUIDS AND MISC SUPPLIES	500
	RIVIERA GENERATOR SRV	MAIN SUPPLIER OF SPECIALTY BATTERIES & MAJOR ELEC. PARTS	2,200
	SCHUMACHER AUTOMOTIVE INC	MAIN SUPPLIER OF GM PARTS FOR TOWN GM AUTO/LT TRUCKS	900
	SNAP-ON-TOOLS	MAIN SUPPLIER OF SPECIALTY TOOLS FOR TOWN AUTO/LT TRUCKS	600
	GRAINGER	MISC SHOP EQUIPMENT	150
		TOTAL:	$ 22,800
410-49400	Uniforms & Clothing	Uniform / work boots purchase for Maintenance Foreman + Mechanic II	500
410-52000	Operating Supplies	Misc. materials used for shop maint. & safety items: personal protection equip	
	DEP-STORAGE TANK REGISTRATION	ANNUAL FEE	$ 75
	P.B. COUNTY HEALTH DEPT.	ANNUAL FEE	100
	FIA CARD SERVICE	FUEL CARD REPLACEMENT ANNUAL FEE	50
		MISCELLANEOUS	600
		TOTAL:	$ 825
410-52000	Gasoline & Diesel Fuel		2,600
410-52000	Small Tools and Others	UPGRADE / PURCHASE DIAGNOSTIC TOOLS; MISC. HAND TOOLS	2,000
		TOTAL OPERATING EXPENSES:	$ 60,503
404-64100	Machinery & Equipment		45,500
		TOTAL CAPITAL EXPENSE:	$ 45,500

TOWN OF LAKE PARK - ANNUAL BUDGET
VEHICLE MAINTENANCE (GF 410)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Machinery & Equipment	Purchase five (5) pre-owned vehicles from Palm Beach County for the replace-		
	ment of the oldest vehicles in Facilities and DPW Admin. Divisions		$ 32,500
	Palm Beach County has advised DPW that the Town is required to update		
	the fuel card reader system if it wishes to remain an authorized County		
	fueling station		7,000
	Replace tire mounting machine.		6,000
Personnel	Bring back the Mechanic II position that was eliminated (laid-off) in		
	the FY '13 Budget (See Schedule 3, *Wage & Benefits*, for associated costs)		$ 34,818
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE PROPOSED BUDGET			$ 80,318
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET			$ -
COMBINED TOTALS			$ 80,318

TOWN OF LAKE PARK - ANNUAL BUDGET

PARKING METERS (GF 450)

DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES

FISCAL YEAR 2015-16

This information that is provided here is to help ensure the bigger picture is understood.

The parking meter ticketing process also provides 12 hours a day patrol, six days a week, for the parks and Marina.

Collections and equipment checks are done every Thursday. The kiosks are self-diagnosing and communicate problems with low batteries, coin jams and tampering to staff in real time so problems are addressed rapidly.

For the first five years of the program, the meters required very few repairs outside routine maintenance. However, the system has reached an age where major repairs requiring component replacement are ocurring more frequently.

The presence of a Town official on patrol during weekends and evenings provides a greater level of security to all who enjoy using the parks and Marina.

	2014/15 Budget	Estimate for the Year 2014/15	Proposed 2015/16	Estimated 2016/17	Estimated 2017/18
Revenues					
Off Road	$ 15,000	$ 10,709	$ 12,000	$ 12,300	$ 12,608
On Road	12,000	14,250	15,000	15,375	15,759
Passes	2,000	1,800	2,000	2,050	2,101
Fines	7,500	5,325	5,000	5,125	5,253
Marina	20,000	14,828	28,000	28,700	29,418
	$ 56,500	$ 46,912	$ 62,000	$ 63,550	$ 65,139
Expenses					
Personnel	$ 21,143	$ 19,739	$ 20,871	$ 21,393	$ 21,928
Operating Expenses	22,035	18,607	27,770	28,464	29,176
Sub-Totals	43,178	38,346	48,641	49,857	51,104
Debt Service	32,277	-	-	-	-
	$ 75,455	$ 38,346	$ 48,641	$ 49,857	$ 51,104

Notes:

1 Revenue on this schedule does not include the boat trailer parking areas.
2 Parking meter debt was be paid in full at the end of the 2013/14 fiscal year.
3 Future years projected using a 2.5% annual increase.

TOWN OF LAKE PARK - ANNUAL BUDGET
PARKING METERS (GF 450)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	18,048	19,106	21,143	19,739	20,871	-	-
Operating Expenses	20,025	21,969	22,035	18,607	27,770	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	32,276	32,276	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	70,349	73,351	43,178	38,346	48,641	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Parking Enf. Code Compliance Officer (Part-time)	0.33	0.33		
Parking Enf. Code Compliance Officer (Part-time)	0.33	0.33		
	0.66	0.66	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET
PARKING METERS (GF 450)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-54-545-450-13000	Other & Part Time Salaries	13,510	13,623	15,140	9,600	14,400	14,912		
001-54-545-450-14000	Overtime Salaries	399	242	500	-	-	500		
001-54-545-450-19900	Wages Reclassified	3,075	4,180	4,280	2,825	4,238	4,280		
001-54-545-450-21000	FICA	1,064	1,061	1,197	734	1,101	1,179		
001-54-545-450-22000	Retirement	-	-	26	-	-	-		
	TOTAL PERSONNEL EXPENSES	18,048	19,106	21,143	13,159	19,739	20,871	-	-
001-54-545-450-34000	Contractual Services	5,110	5,110	5,110	960	1,440	5,110		
001-54-545-450-46500	Parking Meter Parts & Supplies	3,500	3,935	4,100	3,970	5,955	8,100		
001-54-545-450-46600	Signs and Signals			250		-	250		
001-54-545-450-49300	Computer Software	6,408	6,408	6,425	7,404	8,472	7,560		
001-54-545-450-49600	Bank Charges/Admin Fees	4,898	6,463	6,000	1,321	1,982	6,000		
001-54-545-450-51900	Computer Supplies & Parts			-		-			
001-54-545-450-52000	Operating Supplies	109	53	150	505	758	750		
	TOTAL OPERATING EXPENSES	20,025	21,969	22,035	14,160	18,607	27,770	-	-
001-54-545-450-71000	Principal	27,794	30,707	-	-	-	-		
001-54-545-450-72000	Interest	4,482	1,569	-	-	-	-		
	TOTAL DEBT SERVICE	32,276	32,276	-	-	-	-	-	-
	TOTAL DEPT EXPENDITURES	70,349	73,351	43,178	27,319	38,346	48,641	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
PARKING METERS (GF 450)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours **	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Parking Enf. Code Compliance Officer	PT	10.20	731	7,456	-	-	-	-	-	-	-	7,456
Parking Enf. Code Compliance Officer	PT	10.20	731	7,456	-	-	-	-	-	-	-	7,456
			**Includes Holiday pay and non-federal holiday coverage									
Overtime Salaries		500										500
Wages Reclassified		4,280										4,280
FICA		1,179										1,179
Total Wages & Benefits		5,959		14,912	-	-	-	-	-	-	-	20,871

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
PARKING METERS (GF 450)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
450-34000	Contractual Services	Duncan Parking Solutions, AutoCite - AutoTrax Annual Maintenance	$ 3,550
		USA Security, $30 /week for revenue collection	1,560
		TOTAL:	$ 5,110
450-46500	Parking Meter Parts & Supplies	Replacements (as needed): Specialty batteries, credit card reader, coin discriminator, launch pads, etc.	8,100.00
450-46600	Signs and Signals	Possible replacement of damaged signs and posts	250.00
450-49300	Computer Software	Duncan Parking Solutions, Wireless Service, Licensing, Internet Support	7,560.00
450-49600	Bank Charges/Admin Fees		6,000.00
450-51900	Computer Supplies & Parts	Misc. repair parts for kiosks and/or handheld citation tool (combined into 450-46500)	0.00
450-52000	Operating Supplies	Lubricants, spray paint for stall numbers, etc.	750.00
		TOTAL OPERATING EXPENSES	$ 27,770

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

The Community Development Department is committed to delivering personalized service while encouraging a safe, well-designed and well-maintained physical environment in an effort to facilitate balanced growth, preservation and revitalization.

The Town's Community Development Department is divided into three divisions: Planning and Zoning, Building, and Code Enforcement

"THE ONE-STOP SHOP"

What is Planning?...and What is Zoning?

ZONING

The Town's zoning is regulated by the Town's Code of Ordinances. These zoning regulations regulate land use across the Town and shape buildings and neighborhoods. They are needed tools for preservation and physical and economic development. They ensure the public's health, safety and welfare.

PLANNING

Planning is a process that helps communities solve problems, protects important community features, and guides how the community will grow and change in the future. The Town's Community Development Department plays a key role in ensuring that the community's voice is heard; that key stakeholders are properly informed and engaged; and that the community's vision and resources are maintained for years to come.

In the upcoming fiscal year, the Town's Planning and Zoning Division, through the direction of the Town's Community Development Director and the assistance of the Town Planner and administrative staff, will continue to work on various projects namely, the Mixed-Use Overlay Zoning District; and additional Code modifications that will serve to provide current and innovative practices. In addition, staff will continue to work with interested stakeholders in the development and redevelopment of parcels in the Town to improve the Town's aesthetic and increase property values. Several development projects are currently in the pipeline and Town staff will continue to work with the various stakeholders in order to ensure viable developments. In addition, a continued focus on effective customer service methods will continue to be used in order to ensure the retention of existing businesses.

TOWN OF LAKE PARK - ANNUAL BUDGET

COMMUNITY DEVELOPMENT (GF 500)

DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES (Page 2)

FISCAL YEAR 2015-16

BUILDING

What is the Building Division?

The Building Division employs the necessary personnel to make certain that residential, commercial and industrial structures and uses are properly constructed and meet all local, State and Federal requirements through the processing of all related permit applications and inspections. For example, a commercial big box store such as the Kohl's department store located in Town generated the following:

Approximately 25 building permits ranging from the initial land clearing permit to the general construction permit and the various permits for each trade (mechanical; plumbing; electrical, and so on). This type of project, which would have initiated in the Planning and Zoning Division referenced above, generated approximately $65,000 in building permit and review fees to the Town and increased the property value more than 6 million dollars and the tax base more than $200,000, with close to $20,000 being provided to the Town. The Town's Building Division plays a key role in ensuring all projects, whether large or small, are adequately permitted and appropriately stored in our database.

Fiscal Year 2015/2016 is important to the Town because it will certainly present itself as a year with economic opportunity that will hopefully help initiate the creation of a sustainable economic base for the Town for years to come, through projects that will be completed in their construction phase and new projects that may be focused along our envisioned Mixed-Use Federal Highway corridor.

The Building division also ensures that all businesses are properly registered with a local business tax receipt. A business tax receipt is proof of payment of a business tax and is required within 30 days of business opening. The application process protects the Town's neighborhoods by ensuring that the proposed use is compatible with the surrounding area and by ensuring that the proposed use meets any applicable Florida Building Code or Palm Beach County Fire Prevention Code regulations. In the 12-month period ranging from May 2014 through April 2015, the Town's Building Division, through building permits, new business tax receipts and associated fees, generated a total of over $160,000!

CODE ENFORCEMENT

What is Code Enforcement?

Code enforcement is a complex process that involves the joint efforts of the department Director, Code Compliance Officers, Planner and administrative staff. The Planner plays a key role in delivering zoning information which is sometimes time sensitive in the initial stages of a Code enforcement citation, thereby enforcing the need for the Planner to be a full-time position. Code enforcement is a very important function for the Town to accomplish Town-wide goals. It helps empower the citizens of the community to create and maintain safe, healthy and attractive life and work environments. The aim of Code enforcement continues to be to help improve neighborhoods and economic conditions so that the community is known as a good place to live, retire to, raise families, work and play. Code enforcement assists the Planning and Zoning Division in making sure the Town code requirements are being abided by; assists the Building Division in ensuring the necessary building permits and business tax receipts are applied for and abided by; and enforces ALL other sections of the Town's regulations while working with any other Departments, law enforcement or external agency personnel as needed. While the Code Enforcement Division PREFERS to educate and work with property owners to achieve compliance, this is not always possible and a Special Magistrate hearing is sometimes necessary and aids to further document an active violation which sometimes then leads to a fine being recorded on a property if compliance is not attained. A significant amount of administrative follow-up is required in these cases and while the process may be lengthy and it may seem staff is not reacting to a particular issue, due process is legally required to ensure fair and equitable enforcemer

In summary, all three divisions are IMPORTANT and REQUIRED in order for the Community Development Department to operate effectively and extend the needed support services to the community at large...with four main core values in mind: (1) Preserve and improve the character of our residential, commercial and industrial neighborhoods through viable developments and forward-thinking codes; (2) Promote sustainability through environmental initiatives, business growth and retention and a diversified housing stock and adequate level of service standards; (3) Promote a positive community appearance through effective education and code enforcement; and (4) Promote effective customer service

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	343,237	377,652	458,392	426,593	430,332	-	-
Operating Expenses	149,074	156,516	144,264	97,788	101,402	-	-
Capital Outlay	-	-	-	-	5,000	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	
Total Expenses	492,311	534,168	**602,656**	524,381	**536,734**	-	-

Personnel Recap

	Present	Department Proposed	Manager Proposed	Adopted
Community Development Director	1.00	1.00		
Planner I	1.00	1.00		
Code Compliance Officer	1.00	1.00		
Code Compliance Officer	1.00	1.00		
Code Compliance Officer	0.00	1.00		
Community Development Technician	1.00	1.00		
Administrative Assistant	1.00	1.00		
	6.00	7.00	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-52-524-500-11000	Executive Salaries	67,332	67,381	72,422	45,599	91,198	72,426		
001-52-524-500-12000	Regular Salaries	171,670	216,797	283,380	127,542	220,627	236,039		
001-52-524-500-13000	Other & Part Time Salaries	33,062	211	-	-	-			
001-52-524-500-14000	Overtime Salaries			-	804	1,608	1,000		
001-52-524-500-15000	Special Pay	726	726	720	438	720	1,720		
001-52-524-500-21000	FICA	20,570	21,436	22,419	12,960	25,920	23,674		
001-52-524-500-22000	Retirement	11,961	12,013	14,651	7,577	15,154	15,423		
001-52-524-500-22100	Town Retirement Matching		1,463	7,084	611	1,222	7,712		
001-52-524-500-23100	Medical Insurance	26,975	44,275	46,548	28,525	57,050	59,738		
001-52-524-500-23200	Insurance - Dental	1,441	2,281	2,226	1,485	2,970	2,856		
001-52-524-500-23300	Insurance - Life	915	1,359	1,398	764	1,528	1,591		
001-52-524-500-23400	Insurance - Vision	195	325	390	227	454	497		
001-52-524-500-23500	Disability	3,165	3,839	3,944	2,231	4,462	4,446		
001-52-524-500-24000	Worker's Compensation Insurance	4,990	5,457	2,760	1,840	3,680	2,760		
001-52-524-500-25100	Unemployment Compensation			-		-	-		
001-52-524-500-26000	Mileage Reimbursement	235	89	450	-	-	450		
	TOTAL PERSONNEL EXPENSES	343,237	377,652	458,392	230,603	426,593	**430,332**	-	-
				-					
				-					
001-52-524-500-31000	Professional Services	4,820	2,455	4,000	1,040	2,500	4,200		
001-52-524-500-34000	Contractual Services	94,064	92,914	95,595	23,204	46,408	56,732		
001-52-524-500-34200	Contractual Svc - Cost Recovery	21,403	31,659	8,000	10,651	21,302	2,000		
001-52-524-500-34300	Contractual Svc-Code Violation	1,565	3,332	3,397	188	1,000	5,000		
001-52-524-500-40000	Travel & Training	150	872	1,800	124	248	1,800		

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-52-524-500-40030	Training - Bldg Code Education			200	-	200	200		
001-52-524-500-41100	Telephone	4,007	3,755	4,000	2,108	4,216	4,000		
001-52-524-500-41200	Postage & Shipping	4,275	5,197	6,000	(3,496)	6,000	6,000		
001-52-524-500-44200	Equipment Leases & Devices	3,248	1,895	4,000	1,106	2,212	2,000		
001-52-524-500-45000	Insurance	2,775	2,872	2,872		-	-		
001-52-524-500-47000	Printing	995	661	1,500	646	1,500	1,500		
001-52-524-500-47100	Photocopying		295		725	1,450	1,500		
001-52-524-500-48100	Advertising		474		526	1,052	1,500		
001-52-524-500-49300	Computer Software		234	500		-	3,000		
001-52-524-500-49400	Uniforms & Clothing	282	100	400		400	400		
001-52-524-500-49900	Community Beautification Improvement Fund		-	-		-			
001-52-524-500-51000	Office Supplies - Bldg / **P&Z / Code**	3,657	3,558	4,000	1,387	2,500	3,000		
001-52-524-500-51010	Office Supplies - Code	539	549	500	182	500	-		
001-52-524-500-52100	Gasoline & Diesel Fuel	5,494	4,058	5,500	1,941	4,500	6,000		
001-52-524-500-52200	Small Tools & Others	130	100	-		-	500		
001-52-524-500-54200	Books, Memberships, Dues, & Subscriptions	1,670	1,536	2,000	505	1,800	2,070		
	TOTAL OPERATING EXPENSES	149,074	156,516	144,264	40,837	97,788	**101,402**	-	-
001-52-524-500-64100	Hardware						5,000		
	TOTAL CAPITAL EXPENSES						**5,000**	-	-
	TOTAL DEPT EXPENDITURES	492,311	534,168	602,656	271,440	524,381	**536,734**	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Community Dev Director	FT	34.82	2,080	72,426	3,621	-	8,534	408	261	71	934	86,255
Planner I	FT	22.12	2,080	46,010	2,301	-	8,534	408	240	71	637	58,201
Code Compliance Officer	FT	24.79	2,080	51,563	2,578	-	8,534	408	261	71	703	64,118
Code Compliance Officer	FT	17.67	2,080	36,754	1,838	-	8,534	408	193	71	502	48,300
Code Compliance Officer See initiatives	FT	14.57	2,080	30,306	1,515		8,534	408	193	71	502	41,529
Community Development Technician	FT	15.00	2,080	31,200	1,560	-	8,534	408	245	71	646	42,664
~~Administrative Assistant~~ *(see initiative page - new title = Assistant to Community Development Director)*	FT	19.33	2,080	40,206	2,010	1,000	8,534	408	198	71	522	52,949
Phone Allowance	720											720
FICA	23,674											23,674
Worker's Compensation Insurance	2,760											2,760
Mileage Reimbursement	450											450
Town Retirement Matching	7,712											7,712
Overtime	1,000											1,000
Total Wages & Benefits	36,316			308,465	15,423	1,000	59,738	2,856	1,591	497	4,446	**430,332**

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost ($)
500-31000	Professional Services	Special Magistrate Expenses (vary from month to month depending on number of code compliance cases). Costs are generally offset by administrative costs being recouped from code violators. However, an average of $350 per month should be set aside for Magistrate expenses.	$ 4,200
500-34000	Contractual Services	Building Official and Inspection Services are currently on a cost-sharing (performance based) contract which is compensated based on the building permit revenue that is generated through the Department; InkForce maintenance (code software) contract ($9,866); Information Management Systems (building permit software) will increase by 10% from last year ($3,515 + 10% = $3,866); and misc. contract services [Geographic Information Systems (GIS - $8,000) consulting services to create in-house GIS capability; engineering and landscape architecture consultant services for Town projects ($15,000), specifically the Federal Highway Mixed-Use Project/Streetscape Plan and Water Supply Work Plan; additional design consultant services for Town projects, specifically the Federal Highway Mixed-Use project ($10,000) and consultant assistance with the Town's Evaluation & Appraisal Report required by State Statute ($20,000)].	$ 56,732

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost ($)
500-34200	Contractual Services - Cost Recovery	Consultant reviews (engineering; survey; landscape architecture) for development applications are billed through individual project accounts and not included in this account. Sometimes, building permit applications or other departmental applications require consultant review. Even though these costs are fully recovered by the Applicant, $2,000 is being set aside to account for these costs.	$ 2,000
500-34300	Contractual Services Code Violation	Abatements for Code violations (anticipate 12 overgrowth violation abatements-one per month and possibly some additional life-safety abatements). These costs are generally offset by the property owner however, can take many months, even years to recover.	$ 5,000
500-40000	Travel & Training	American Planning Association Annual Conference ($800); Certified Local Government Historic Preservation Training Annual Meeting ($200); GIS software training through ESRI Software Company (Environmental Systems Research Institute - $400); Congress for New Urbanism Annual Conference ($300); Contingency for additional training availabilities ($100)	$ 1,800
500-40030	Training - Bldg Code Education	Certification maintenance and training for Code Compliance Officers.	$ 200
500-41100	Telephone	Department telephones. Estimated costs for office telephones should be $1,350, cellular phones (Nextel) should be $1,530, and air cards (Verizon) should be $1,120	$ 4,000
500-41200	Postage & Shipping	Covers mailings for Code and Building/Planning. Both Divisions have a considerable amount of certified mailings (liens, magistrate notifications, ordinance notices, etc.). Non-Town initiated project shipping charges associated with development applications are billed separately through individual project accounts and are not included in this account.	$ 6,000
500-44200	Equipment Leases	Department copier and payments are predetermined by contract. Due to the copier adjustments in FY 13/14, this account reduced by $2,000.	$ 2,000

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost ($)
500-47000	Printing	Funds will be required for unanticipated costs of printing new zoning maps and other official documents. This account also absorbs the costs of printing blue prints/files for building department records requests however, these costs are generally offset by customer payment for services.	$ 1,500
500-47100	Photocopying	These costs are sometimes offset by project escrow accounts and permit/application customers however, the Department also requires a budget for paper copying.	$ 1,500
500-48100	Advertising	Funds will be required for certified mails and legal advertisements of Town initiated projects/Town Code amendments.	$ 1,500
500-49300	Computer Software	Geographic Information Systems [software programs: ESRI ($1,500) and AUTOCAD ($1,500) - Total $3,000].	$ 3,000
500-49400	Uniforms & Clothing	Shirts for two full-time and two part-time Code Officers.	$ 400
500-51000	Office Supplies - Building/P&Z/Code	Supplies seem to hold steady per year. Lien filing costs are included in this category and are in the $1,000 range. The rest of the budget is for normal operating supplies for the department which includes Planning&Zoning and Code. Account 500-51010 specific to the Code Division was eliminated and combined into this account.	$ 3,000
500-52100	Gasoline & Diesel Fuel	Code Compliance Officer vehicles. A third code officer for evenings and weekends is being proposed, which requires additional gasoline for patrolling.	$ 6,000
500-52200	Small Tools & Others	$500 contingency for unanticipated costs.	$ 500

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost ($)
500-54200	Books, Memberships, Dues, & Subscriptions	American Planning Association & Florida Chapter Dues for Director and Planner ($600); Florida Association of Code Enforcement membership for full-time Officers ($150); Florida Association of Business Tax Officials membership for Community Development Technician ($25); membership to the Congress for New Urbanism for Director ($195); Intergovernmental Plan Amendment Review Committee (IPARC - $900); PBC Planning Congress Membership for Director ($50) and a $150 contingency for increased rates and/or necessary books/training guides.	$ 2,070
Blake will assign account number	Hardware - Capital Expense	Geographic Information Systems (GIS) workstation for the Department with dual screens and minimum 24gb memory and 1tb hard drive with backup local drive.	$ 5,000
			$ 106,402

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
INITIATIVES THAT ARE BEING PROPOSED FOR FY 15\16 BUDGET AND ARE INCLUDED IN SCHEDULE TOTALS			
	Geographic Information Systems (GIS) - Hardware ($5,000 in Account #500-52200); Software ($3,000 for ESRI and AUTOCAD programs in Account #500-49300); Consulting Services ($8,000 for consulting services to get our GIS up and running in Account #500-34000).	**Value-Added Service: Departmental visualization and effectiveness and up-to-date data**	**$ 16,000**
	The existing Administrative Assistant position in the Community Development Department was changed to a "generalized" position in FY 14/15. It was envisioned that all Administrative Assistants are interchangeable. The previous position title in the Community Development Department was "Administrative Assistant to the Community Development Director". This positon title was initially created with the intent that it is specialized due to the unique responsibilities related to code compliance lien reporting/tracking; planning and zoning board liaison, research and technical meeting transcriptions and report writing responsibilities; as well as acting status in the extended absence of the Department Director (just to name a few). In an attempt to restore a much-needed position title that is better catered to the unique job duties/responsibilities relevant to the Community Development Department, a **first request** would be to restore the position's job title, but this time to "Assistant to the Community Development Director" thereby creating a higher position that would better serve the Department Director on a more technical/administrative level. The salary range for this position, as reviewed by the Human Resources Department is $18.63-$25.07 per hour. The existing employee is earning $18.41 per hour and the employee handbook allows for a 5% increase, for a total of $19.33 per hour. Annually, this translates to an increase in $0.95 per hour = 1,914. Consequently, a **second request** would be to increase the newly-titled position to $19.33 per hour. **Account # 500-12000.**	**Position title change to restore and promote the duties and responsibilities necessary for a more effective operation and provide fair compensation based on job duties and responsibilities.**	**$ 1,914**

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
	Pursuant to recent discussions, there may be a need to explore additional evening and weekend enforcement through additional code enforcement personnel. A proposal for one additional full-time code enforcement officer to cover evenings, Monday through Friday, 4:30-9:30 or other times as needed (5 hours per day), as well as on Saturday and Sunday (7.5 hours per day), for a total of 40 hours per week is being proposed in Account 500-12000 (Regular Salaries). The starting hourly rate is $14.57 per hour, which annualizes to $30,306 plus benefits, for an annual salary of $30,306, plus benefits which equates to $41,527 annually. Currently, the Town has two full-time (daytime) officers and with the amount of violations to address on a daily basis, the effectiveness of the operation would suffer if the daytime officer shifts are split to include evenings an weekends, thereby leaving only one full-time officer per daytime shift. With a third officer, there is also an opportunity to create rotating schedules to increase awareness between officers throughout the varying enforcement hours. Through solid leadership and communication between the officers, the Town will have full, effective coverage, but for during the overnight hours. Evening and weekend enforcement will likely be focused heavily on work without permits; commercial vehicles; noise; and events being held without appropriate permits (as some of the main issues).	**Value-Added: By providing required enforcement for public safety and welfare and better quality of life for the community**	$ 41,527
	TOTAL FOR **INITIATIVES** THAT **ARE** INCLUDED **IN THE PROPOSED BUDGET**		$ 59,441
	INITIATIVES FROM PREVIOUS YEARS THAT ARE BEING CARRIED FORWARD AND ARE **NOT** INCLUDED **IN THE** PROPOSED BUDGET (*Wishlist Items*)		
10th Street Improvements	*Phase 1*: Typical Section/Study from Town Engineering Firm	**Increased development opportunity / Train Station Appeal and feeder distribution system advantages**	$ 50,000
	Phase 2: Design		$ 100,000

TOWN OF LAKE PARK - ANNUAL BUDGET
COMMUNITY DEVELOPMENT (GF 500)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
	Phase 3: Construction		$ 2,000,000
		Sub-Total	**$ 2,150,000**
Park Avenue Extension (PAE)	The PAE would connect the existing Park Avenue to Congress Avenue by using an alignment through the Town's commercial/industrial area. Palm Beach County has submitted design plans to the Town and was hoping to get an Interlocal Agreement in place by the end of 2014 in order to receive their Board of County Commissioner approval to place the project on the County's 5-year road plan however, this has not yet occurred. Palm Beach County will construct the project; Town will own & maintain in perpetuity the road & drainage facilities once they are constructed & accepted; Town will provide or cause to provide all necessary Right-Of-Way & easements for entire road segment at no cost to County (including property not currently owned by the Town – developer property); Town will provide or cause to be provided all necessary property & easements needed for drainage facilities for the entire road segment at no cost to the County (including developer property). A starting segment of the PAE has been constructed by the adjacent private owner (Congress Avenue Properties - on the northeast corner of Congress Avenue and PAE) and will be turned over to the Town in FY 15/16 (Town will then assume perpetual maintenance and will have full jurisdiction over the roadway.	**Increased development opportunity**	**$ 3,500,000**
	TOTALS FOR **INITIATIVES** THAT ARE **NOT** INCLUDED **IN** THE PROPOSED BUDGET		**$ 5,650,000**

TOWN OF LAKE PARK - ANNUAL BUDGET
RECREATION (GF 600)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

The Parks and Recreation Department has set goals to establish recreational programs for the community. To start, the focus will be on elementary and Middle School aged children by organizing free "Clinics" to draw the community in and help them to understand "how to register" and be a part of these activities. School involvement is paramount! Going into the schools and talking to children in their classrooms to explain and demonstrate what is being offered and how to join a community program. The High School element will be offered clinics to learn to coach and referee games and gain "Community Service" hours. Emphasis will be on athletes who are playing at the Junior Varsity and Varsity levels of the sport being offered. Eventually, programs will be offered to high school age children with their input as to what sports and activities they would like to participate in. These activities are not solely geared toward sports and athletics, but the Fine Arts will also be incorporated into these programs.

Grant money will continually be sought after for programming and facility renovation or improvement through FRDAP, CDBG and miscellaneous Recreation and Community organizations.

TOWN OF LAKE PARK - ANNUAL BUDGET
RECREATION (GF 600)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	107,396	107,330	105,736	119,230	146,469	-	-
Operating Expenses	64,546	58,537	68,825	58,417	107,099	-	-
Capital Outlay	938	9,317	2,000	1,427	-	-	-
Debt Service	8,718	8,701	8,684	8,684	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	181,598	183,885	185,245	187,758	253,568	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Recreation Director	1.00	1.00		
Assistant Recreation Director	---	1.00		
Special Events Coordinator	---	0.25		
Recreation Bus Driver (Part-time)	0.24	---		
Camp Counselors - up to 4 (Part-time summer only)	0.59	0.48		
Event Assistants - up to 3 (Part-time)	---	---		
	1.83	2.73	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET
RECREATION (GF 600)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-57-572-600-11000	Executive Salaries	55,212	55,220	56,100	35,160	70,320	56,098		
001-57-572-600-12000	Regular Salaries	1,862	149	-	-	-	35,318		
001-57-572-600-13000	Other & Part Time Salaries	16,776	14,533	13,120	774	1,548	16,500		
001-57-572-600-14000	Overtime Salaries	691	48	-	-	-	-		
001-57-572-600-15000	Special Pay	726	726	720	438	876	1,440		
001-57-572-600-19900	Wages Reclassified	13,778	13,951	15,178	10,783	21,566	-		
001-57-572-600-21000	FICA	5,663	5,272	5,295	2,724	5,448	8,256		
001-57-572-600-22000	Retirement	1,214	2,858	2,808	1,758	3,516	4,571		
001-57-572-600-22100	Town Retirement Matching		566	1,375	879	1,758	2,286		
001-57-572-600-23100	Medical Insurance	6,744	7,379	7,758	5,172	10,344	17,068		
001-57-572-600-23200	Insurance - Dental	360	380	371	278	556	816		
001-57-572-600-23300	Insurance - Life	206	261	261	174	348	524		
001-57-572-600-23400	Insurance - Vision	65	65	65	43	86	142		
001-57-572-600-23500	Disability	732	765	765	521	1,042	1,530		
001-57-572-600-24000	Worker's Compensation Insurance	3,367	3,682	1,920	1,280	2,560	1,920		
001-57-572-600-25100	Unemployment Compensation		1,475	-	(738)	(738)	-		
	TOTAL PERSONNEL EXPENSES	107,396	107,330	105,736	59,246	119,230	146,469	-	-
001-57-572-600-34000	Contractual Services	1,724	-	1,944	-	-	1,944		
001-57-572-600-40000	Travel & Training	100	14	350	-	-	350		
001-57-572-600-41100	Telephone	184	1,623	2,500	2,072	4,144	2,500		
001-57-572-600-41200	Postage & Shipping	1,844	15	50	-	-	200		
001-57-572-600-43000	Utilities	39	23,031	24,000	12,396	24,792	24,000		
001-57-572-600-43250	Garbage & Trash	23,094	5,745	5,855	5,864	11,728	5,855		

TOWN OF LAKE PARK - ANNUAL BUDGET
RECREATION (GF 600)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-57-572-600-44100	Rentals	5,818		500		-	500		
001-57-572-600-44200	Equipment Leases	376		-		-	-		
001-57-572-600-45000	Insurance	9,594	11,160	8,976		-	-		
001-57-572-600-46000	Repair & Maintenance	2,414	4,266	4,100	1,432	2,864	4,100		
001-57-572-600-47000	Printing	53		50		-	250		
001-57-572-600-48000	Promotional Activity	294	60	100	255	510	250		
001-57-572-600-48005	Promotional - Tree Lighting	741	1,555	1,000	2,787	2,787	2,500		
001-57-572-600-48035	Promotional - Car Show	1,335	32	1,000	-	-	1,000		
001-57-572-600-48045	Promotional - 4th of July	2,191	476	-		-	45,000		
001-57-572-600-48055	Promotional - Seafood Festival		246	-		-	-		
001-57-572-600-48056	Promotional - Easter Egg Hunt		212	500	426	852	1,000		
001-57-572-600-49400	Uniforms & Clothing	295		500	462	924	500		
001-57-572-600-51000	Office Supplies	138	124	300	245	490	300		
001-57-572-600-52000	Operating Supplies	4,258	4,376	8,000	3,692	7,384	8,000		
001-57-572-600-52010	Operating Expenses - Party Pkg	729	277	400	231	462	250		
001-57-572-600-52100	Gasoline & Diesel Fuel	2,596	1,205	2,000	271	542	2,000		
001-57-572-600-52200	Small Tools & Others		160	400		-	400		
001-57-572-600-54200	Memberships, Dues, & Subscriptions			200	159	318	200		
001-57-572-600-57200	Program Exp - Bingo	411		-		-	-		
001-57-572-600-57220	Program Exp - Summer Camp	6,051	3,885	6,000	310	620	6,000		
001-57-572-600-57230	Program Exp - Senior Bus Trips	267		100		-	-		
001-57-572-600-57235	Sponsored Event Expense		75	-	-	-	-		
	TOTAL OPERATING EXPENSES	64,546	58,537	68,825	30,602	58,417	107,099	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
RECREATION (GF 600)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-57-572-600-63000	Improvement Other Than Building	938	3,232	2,000	-	-	-		
001-57-572-600-64100	Machinery & Equipment		6,085	-	1,427	1,427	-		
	TOTAL CAPITAL OUTLAY	938	9,317	2,000	1,427	1,427	-	-	-
001-57-572-600-71000	Principal	7,366	7,865	8,399	8,399	8,399	-		
001-57-572-600-72000	Interest	1,352	836	285	285	285	-		
	TOTAL DEBT SERVICE	8,718	8,701	8,684	8,684	8,684	-	-	-
	TOTAL DEPT EXPENDITURES	181,598	183,885	185,245	99,959	187,758	253,568	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
RECREATION (GF 600)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Recreation Director	FT	26.97	2,080	56,098	2,805	-	8,534	408	261	71	765	68,942
Assistant Recreation Director	FT	16.98	2,080	35,318	1,766		8,534	408	263	71	765	47,125
Camp Counselor X4	PT	9.00	1,000	9,000								9,000
Special Events Coordinator	PT	15.00	500	7,500								7,500
												-
												-
Wages Reclassified	-											-
Special Pay	1,440											1,440
FICA	8,256											8,256
Worker's Compensation	1,920											1,920
Town Retirement Matching	2,286											2,286
												-
Total Wages & Benefits	13,902			107,916	4,571	-	17,068	816	524	142	1,530	146,469

Camp Counselors are shown total hours worked during the summer camp

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
RECREATION (GF 600)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
600-34000	Contractual Services	Custodial Service - USSI (162.00/Per month)	1,944
600-40000	Travel & Training	First Aid training for counselors, FPRA	350
600-41100	Telephone		2,500
600-41200	Postage and Shipping		200
600-43000	Utilities		24,000
600-43250	Garbage and Trash		5,855
600-44100	Rentals		500
600-46000	Repair and Maintenance	Repairs of playground equipment, air conditioning	4,100
600-47000	Printing		250
600-48000	Promotional Activity	Government Week	250
600-48005	Promotional - Tree Lighting		2,500
600-48035	Promotional - Car Show		1,000
600-48045	Promotional - 4th 0f July		45,000
600-48056	Promotional - Easter Egg Hunt		1,000
600-49400	Uniforms and clothing	Staff Shirts	500
600-51000	Office Supplies	Summer camp fliers and forms	300
600-52000	Operating Supplies	Mulch (2,475), Other (5,025)	8,000
600-52010	Operating Supplies - Party Package	Cleaning Tablecloths	250
600-52100	Gasoline and Diesel Fuel	Lake Park Elementary/summer camp/recreation truck	2,000
600-52200	Small Tools and Others	Blower, Power Washer	400
600-54200	Memberships and Dues	Florida Parks and Recreation Association	200
600-57220	Program Exp - Summer Camp	Field trips, lunches, camper t-shirts, games, arts and crafts	6,000
			$ 107,099

TOWN OF LAKE PARK - ANNUAL BUDGET
RECREATION (GF 600)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Recreation Staffing	The Parks and Recreation Department would like to add two positions to the 2015-16 budget. A full time position titled, "Assistant Recreation Director" and a part time position titled, "Special Event Coordinator" which will allow the Recreation Department to function at top capacity. The Assistant Recreation Director would assist the Director with daily activities and also drive the bus when needed. This person would help build recreational programs, assist the Director in procuring sponsorship and grant monies for future programs and facility improvements and help organize, schedule and run programs and activities for the community. The Special Events Coordinator would assist with all aspects of Town Special Events, including the "Sunset Celebration" and oversee all rentals.		$ 39,959
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE PROPOSED BUDGET			$ 39,959
LS Park Facilities Security Cameras	Security cameras for the new buildings. Possible FDLE-JAG Grant		6,500
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET			$ 6,500
COMBINED TOTALS			$ 46,459

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TOWN OF LAKE PARK - ANNUAL BUDGET

LIBRARY (GF 700)

DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES

FISCAL YEAR 2015-16

Activities, Story-times, Movies and other Events
The Lake Park Public Library offers a variety of activities for the entire Lake Park Community. Including adult programs, teen programs, exhibits, children's programs and other events.
New programs such as the Teen Club and Teen arts enrichment. Adult monthly movies and children's story-times have been very popular and there is still a strong demand by the community for regularly scheduled computers classes. As a part of the Library's Strategic Plan, the library has made an effort to offer an increased number of Adult programs, including additional book discussion groups, craft programs, author visits and speakers of interest on popular topics.
In FY14-15, our Library was recognized by Library Journal as a Star Library, the only library in Florida given this rating for the number of services and programs we provide our community with a minimum of expenditure.
Circulation of Library materials
Circulation of childrens' and youth materials represent a significant increase above adult circulation since the completion of the Teen room and Children's library two years ago.

Expanded Service to Teenagers
Teens have a dedicated room that is used daily for reading, homework and programs.
There are 6 computers in the Teen room in addition to wireless access throughout the building.
Staff , with financial support from the Friends of the Library have initiated a Teen Club this year.

Funding Plan
Library State Aid is granted by the Florida Legislature and distributed through the Department of State Division of Library and Information Services.
This year disbursement of grant awards were two payments; the first in February for 80 percent of the award and the final payment of 20 percent of the award in May.
Our award for FY14-15 was approximately $9000.,a slight increase from the previous year's award of $7900. due to an overall increase in State budget.
Grant awards are determined in part by Library budget size and actual expenditures.
According to the current legislative session, the FY15-16 awards are estimated to be slightly reduced.
Staff has consulted with our Library and community partners by way of a Strategic Plan Workshop conducted in March, 2015 which focused on identifying particular areas needing improvements by utilizing a report card style process of feedback and scoring. The results were that the most critical issues were; need for security system for books; computer instruction; operational hours as well additional seating.
These critical issues for the most part, require additional staff which can be successfully funded by grants if approached from a project perspective. However, in order to satisfy outcomes projections accurately, the library needs to continue initiate such programs prior to full grant funding. To note, in 2005 the library had more than double the number of full time as well as part time staff. With economic constraints the library staff has shrunk as the need for programs actually increased.

Grants
For the past several years the Library has successfully applied for a number of small grants, such as the Dollar Store grant which was applied towards our summer program for that year.
For 2014-15FY, staff will be focusing on grants that support particular programs for both adult and youth. Most recently the library was the recipient of $250. donation by Girsi as part of their **"Why I love my library"** essay contest.
TechSoup, a donation clearinghouse for libraries and Museums offered a one year access to Grantstation database , a primary resource for most available grants. We were able to obtain one year subscription for the administrative cost of $100., which is substantially less than the regular rate of over $700. annually.

Friends of the Lake Park Public Library
The Friends have traditionally provided supplemental support for Library programs and equipment. The sources of Friends funds are raised through fundraising activities, book sales and generous donations of community members.
The Friends are responsible for the renovation of the children's library as well as the creation of the Teen room and guest authors.

Marketing, Outreach
The library employs a number of marketing media to promote library programs and services. Staff self publishes calendars, informational brochures and pamphlets as well as posting library announcements and activities on Town and Library Websites, E-blasts and at Friends and Community Partner events.
The library also utilizes social media such as a Facebook and blog pages. Staff has expanded our social media visibility to include improved Readers Advisory services.
In addition, the library has several outreach programs at our community partner locations. We have a weekly adult and young adult book discussion at Club100/Haitian Baptist Empowerment Center and story time for younger children as well as programs at Bridges offices, Lake Park Elementary school and local day care centers.

Schuyler and other meeting rooms
The two additional study/meeting rooms provided by the Friends are occupied constantly since their addition two years ago. Students, Community groups, organizations and Library patrons all regularly use our new rooms.
Yet, on many busy evenings, all available spaces, including the Teen and Children's library are in use for program use simultaneously.
The air conditioning unit in the children's room failed some time in November and public works department is currently seeking bids for these repairs. At this time of year, the outside temperature generally reaches 90 degrees or more which limits use of the room during the day and even evening. Since the air conditioning unit for the children's room also serves two meeting rooms, those areas are also affected.
Staff is currently reviewing all library policies and will continue to update outdated and ineffective library policies.

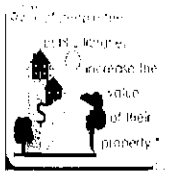
Staff Development
Staff development and cross training has been stemmed due to budgetary constraints, however, staff have taken advantage of low or no - cost training such as webinars and other similar alternatives.
We expect to seek out grants this year specifically for staff training to provide improved programming to Library visitors.

Technology
Keeping up with technology development is a key part of the Library's mission. It's vital for the library to offer services that are current and compatible with the needs of Library patrons.
One of the unfunded proposals in the Library's 2014-5 FY budget is to add three additional part time staff including a technical assistant, as originally proposed two years ago. Town budgetary constraints preclude this proposal from being budgeted, however, staff considers additional staff important to maintaining sufficient service to the community and will continue investigate methods by which to fund or substitute this needed staff. At this point in the FY14-15, there remains approximately $8000. in Library State Aid that has been applied for and awarded to us specifically for coverage in the youth department.
That funding can be carried over into the next FY15-16 and combined with FY15-16 Library State Aid to provide for additional staff.
The Library remains committed to providing needed technological access for the community. Staff is requesting a small increase in the overall budget in order to provide for completing computer upgrades that are now essential since Microsoft is no longer supporting XP OS (operating systems).
Our E- book collection continues to increase in use and staff still plans to add a download kiosk to provide an additional access point for e-book users.

Volunteers
Library Volunteers are an integral part of the Lake Park Public Library. We are proud of and very grateful to the number of individuals – both adult and teenagers - who have applied to volunteer at our library to assist in a number ways. Our volunteers for tutoring for our Grassroots Workshop exceeded the number of children who were registered for this ad hoc program. In addition, several community organizations have since stepped in to create excellent community programs to provide the needed tutoring and day care assistance in Lake Park. Staff has modified and streamlined our Library volunteer program to improve the volunteer experience and better coordinate with our Community organizations and partners.

Mission

To promote knowledge and preservation of information; make available materials which aid in the pursuit of education, information, research and recreation; and provide the community with skilled guidance in navigating all information to fulfill knowledge needs.



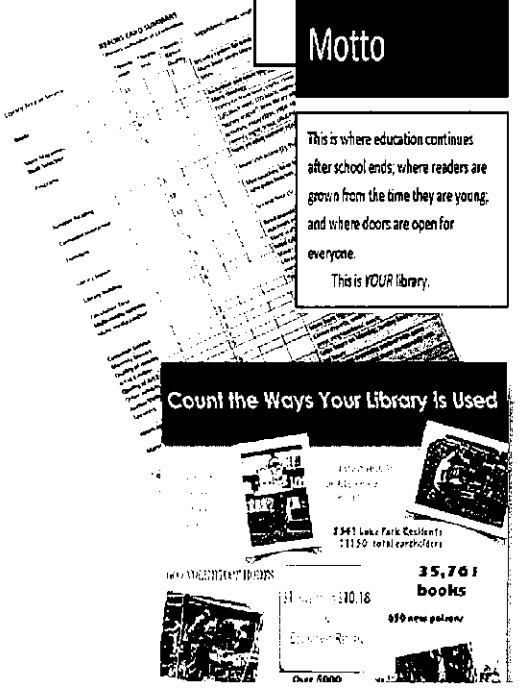
Vision

To cultivate and foster in the community an enthusiasm for knowledge and an atmosphere that promotes lifelong learning

Motto

This is where education continues after school ends; where readers are grown from the time they are young; and where doors are open for everyone.

This is *YOUR* library.

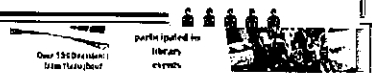


TOWN OF LAKE PARK - ANNUAL BUDGET

LIBRARY (GF 700)

DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES

FISCAL YEAR 2015-16



TOWN OF LAKE PARK - ANNUAL BUDGET
LIBRARY (GF 700)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	185,032	166,879	199,673	175,507	233,348	-	-
Operating Expenses	62,021	65,092	42,485	32,654	53,099	-	-
Capital Outlay	-	-	-	-	6,700	-	-
Debt Service	-	-	15,000	13,335	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	247,053	231,971	257,158	221,496	**293,147**	-	-

Personnel Recap

	Present	Department	**Proposed**	Adopted
Library Director	1.00	1.00		
Librarian I	1.00	1.00		
Library Assistant I	0.25	0.50		
Library Assistant I	0.50	0.63		
Library Accounting Clerk	0.75	1.00		
Library Assistant I	0.38	0.50		
Children's Services Assistant	0.25	0.50		
Library Assistant I	0.00	0.50		
	4.13	5.13	0.00	0.00

E:\I 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 500 - Department Summary 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK - ANNUAL BUDGET
LIBRARY (GF 700)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-57-571-700-11000	Executive Salaries	58,211	58,223	59,160	37,076	55,614	59,155		
001-57-571-700-12000	Regular Salaries	30,698	26,217	35,325	22,136	33,204	**65,916**		
001-57-571-700-13000	Other & Part Time Salaries	51,675	46,831	46,914	28,096	42,144	**49,240**		
001-57-571-700-13010	Other & Part Time - State Aid	11,396	6,632	4,987	3,431	5,147	**10,171**		
001-57-571-700-15000	Special Pay	1,726	726	720	438	657	**1,440**		
001-57-571-700-21000	FICA	11,057	10,043	10,817	6,679	10,019	11,562		
001-57-571-700-21010	FICA - State Aid	646	507	382	262	393	778		
001-57-571-700-22000	Retirement	3,467	3,542	3,762	1,854	2,781	3,756		
001-57-571-700-22100	Retirement Town Matching			1,811	-	-	1,878		
001-57-571-700-23100	Medical Insurance	13,488	11,684	31,032	14,870	22,305	25,602		
001-57-571-700-23200	Insurance - Dental	721	634	1,484	773	1,160	1,224		
001-57-571-700-23300	Insurance - Life	352	368	696	299	449	551		
001-57-571-700-23400	Insurance - Vision	130	130	260	124	186	213		
001-57-571-700-23500	Disability	1,234	1,089	2,191	877	1,316	1,730		
001-57-571-700-24000	Worker's Compensation Insurance	231	253	132	88	132	132		
001-57-571-700-25100	Unemployment Compensation			-	-	-			
	TOTAL PERSONNEL EXPENSES	185,032	166,879	199,673	117,003	175,507	**233,348**	-	-
001-57-571-700-34000	Contractual Services	10,172	14,263	18,425	8,824	13,236	21,189		
001-57-571-700-34010	Other Contractual Services	3,000	-	-	-	-			
001-57-571-700-40000	Travel & Training	149	230	1,000	536	804	2,000		
001-57-571-700-41100	Telephone	1,044	1,371	1,300	728	1,092	1,300		

TOWN OF LAKE PARK - ANNUAL BUDGET
LIBRARY (GF 700)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-57-571-700-41200	Postage & Shipping	40	40	50	-	-	100		
001-57-571-700-45000	Insurance	26,738	31,102	-	-	-			
001-57-571-700-46000	Repair & Maintenance		848	1,900	1,044	1,566	3,000		
001-57-571-700-47000	Printing		105	210	53	80	300		
001-57-571-700-49310	Software	363	-	1,000	500	750	500		
001-57-571-700-51000	Office Supplies	382	477	500	254	381	600		
001-57-571-700-52000	Operating Supplies	2,761	1,199	1,500	1,674	2,511	3,500		
001-57-571-700-52200	Small Tools & Others			100		-			
001-57-571-700-54200	Memberships, Dues, & Subscriptions	1,248	868	1,500	1,058	1,587	2,610		
001-57-571-700-56000	Library Materials - Adult	16,124	14,589	12,500	7,034	10,551	14,000		
001-57-571-700-56010	Library Materials - Children and Teen	-	-	2,500	64	96	4,000		
	TOTAL OPERATING EXPENSES	62,021	65,092	42,485	21,769	32,654	**53,099**	-	-
001-57-571-700-59700	Miscellaneous Supplies - Donations	4,444	109	-	-	-			
	TOTAL DONATION EXPENSE	4,444	109	-	-	-	-	-	-
001-57-571-700-62100	Improvements - Building		1,066		-	-			
001-57-571-700-64100	Machinery & Equipment			15,000	8,890	13,335	6,700		
	TOTAL CAPITAL OUTLAY	-	1,066	15,000	8,890	13,335	**6,700**	-	-
	TOTAL DEPT EXPENDITURES	251,497	233,146	257,158	147,662	221,496	**293,147**	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET

LIBRARY (GF 700)

WAGE AND BENEFITS - DETAIL

FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Library Director	FT	28.44	2,080	59,155	2,958		8,534	408	261	71	808	72,195
Librarian I	FT	18.42	2,080	38,314	798		8,534	408	145	71	461	48,731
Library Accounting Clerk	FT	13.27	2,080	27,602			8,534	408	145	71	461	37,221
Library Assistant I	PT	11.14	1,300	14,482								14,482
Library Assistant I	PT	11.14	1,040	11,586								11,586
Library Assistant I	PT	11.14	1,040	11,586								11,586
Library Assistant I	PT	11.14	1,040	11,586								11,586
Children's Services Assistant	PT	9.78	1,040	10,171								10,171
Phone Allowance	1,440											1,440
FICA	11,562											11,562
FICA - State Aid	778											778
Worker's Compensation Insurance	132											132
Town Matching Retirement	1,878											1,878
Total Wages & Benefits	15,790			184,482	3,756		25,602	1,224	551	213	1,730	**233,348**

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
LIBRARY (GF 700)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
700-34000	**Contractual Services**	OCLC - Worldcat cataloging database	$ 250
		USSI Custodial cleaning services	10,775
		Sirsi Dynix- Integrated Library Patron and catalog with Palm Beach Library Cooperative	7,400
		PC Cop - Public Access Computer Time control annual subscription	1,764
		Overdrive E-books subscription	1,000
		Total Contractual	**$ 21,189**
700-40000	**Travel & Training**	FLA Annual Conference;	800
		Annual Director's Meeting in Tallahassee	800
		Staff training	400
		Total Travel and Training	**2,000**
700-41100	**Telephone**	State of Florida contract	1,300
700-41200	**Postage & Shipping**	ILL (interlibrary loan between libraries) delivery/send by USPS	100
700-46000	**Repair & Maintenance**	AC Maintenance	1,000
		Furniture, other repair and replacement	1,100
		USSI additional carpet deep clean	900
		Total Repair & Maintenance	**$ 3,000**
700-47000	**Printing**	Business Cards; Librarians	110
		Signage/Special events	190
		Total Printing	**$ 300**
700-49310	**Software**	Anticipated upgrades; Initial cost of public access computer time control (PC Cop)	**500**
700-51000	**Office Supplies**	Office Depot, Staples	**600**
700-52000	**Operating Supplies**	Labels, Tape, Covers, Cleaner Stamps, Ink, etc.	**3,500**
700-52200	**Small Tools**		
700-54200	**Memberships, Dues & Subscriptio**	Magazines, Newspapers, Periodicals, Subscriptions and Membership dues	2,220
		Florida Library Association Memberships (2) for Director and Librarian	175
		Palm Beach County Library Association (2)	40
		American Library Association - Institutional membership	175
		Total Magazines, Newspapers, Periodicals and Subscriptions and membership dues	**2,610**
700-56000	**Library Materials**	Books and other media; adults	14,000
		Books and media; youth	$ 4,000
		Total Library Materials	**$ 18,000**
			$ 53,099

TOWN OF LAKE PARK - ANNUAL BUDGET

LIBRARY (GF 700)

PROPOSED INITIATIVES with DETAIL

FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Additional Staff	Add an additional Library Assistant I for 20 hours per week		11,586
	Increase Library Acccounting Clerk hours from 30 to 40 hours and change from part time to full time		6,900
	Increase part time Library Assistant I from 10 hours to 20 hours		5,793
	Increase part time Library Assistant I from 15 hours to 20 hours		2,896
	Increase part time Library Assistant I from 20 hours to 25 hours		2,896
	Increase Children's Services Assistant from 10 hours to 20 hours		5,085
	Increase Librarian's salary		3,000
	Add phone reimbursement/special pay for Librarian		720
Technical upgrades	Adding 4 more thin client *Wyse* units to main area of library to replace desktop computers		$ 2,600
	Adding 2 desktop units to childrens room		$ 1,000
	Server with installation and migration		$ 2,500
	Adding an additional staff printer-scanner		$ 600
	Total Technical upgrades		**6,700**
TOTALS FOR INITIATIVES THAT ARE INCLUDED IN THE PROPOSED BUDGET			**$ 57,162**
Add three PT employees	Two part time Library Assistants devoted to circulation desk in morning and afternoon/evenings *(with other associated duties)*		$ 32,714
	Part time (quarter) Technical Assistant devoted to media maintenance and other required special technical projects. The objective is to improve efficiency, customer service and expand programs in response to changing/new customer demands. The short term outcome is improved staff efficiency, higher productivity and customer loyalty. Long term outcome includes increase in library support/donations.		$ 6,900
Library renovation	Add a smaller circulation desk and reuse current desk as customer media center		$ 6,000
	Replace library carpeting with high traffic modular carpeting		$ 50,000
	Additional seating to accompany increased shelf area		$ 5,000
	Indirect and direct lighting		$ 40,000
	Replace large book shelves with smaller, more accessible, ADA compliant shelves.		$ 50,000
	The objective is to improve main library reading area to better suit customer needs.		
	Improving lighting will also reduce energy costs in the long term		
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET		$ -	$ 151,000
COMBINED TOTALS		$ -	**$ 398,776**

TOWN OF LAKE PARK - ANNUAL BUDGET
NON-DEPARTMENTAL (General Fund 900)
DEPARTMENTAL BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Personal Services	-	-	-	-	71,553	-	-
Operating Expenses	1,267	423	75,523	75,344	102,434	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	379,824	379,762	379,128	379,127	379,548	-	-
Non-Operating	2,781,227	391,743	438,893	374,761	558,258	-	-
Total Expenses	3,162,318	771,928	857,422	829,232	1,111,793	-	-

Recap

TOWN OF LAKE PARK - ANNUAL BUDGET
NON-DEPARTMENTAL (GF 900)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-589-900-12600	Wage Adjustment 1						50,864		
001-51-589-900-12700	Wage Adjustment 2						20,689		
001-51-589-900-22100	Town Retirement Matching			-	-	-			
		-	-	-	-	-	71,553	-	-
001-51-589-900-45000	Insurance - Property Liability			74,320	49,546	74,319	100,934		
001-51-589-900-45120	Insurance - Storage Tank			703	469	704	1,000		
001-51-589-900-49050	Other Current Charges - Sales Tax	1,267	423	500	214	321	500		
	TOTAL OPERATING EXPENSES	1,267	423	75,523	50,229	75,344	102,434	-	-
001-51-589-900-71000	Principal - Series 2009	7,371	7,747	8,143	8,143	8,143	8,559		
001-51-589-900-71010	Principal - CRA Projects 2008 (a)	96,185	99,715	103,375	103,374	103,374	107,169		
001-51-589-900-71020	Principal - FF Pension Settlement (a)	72,004	74,646	77,386	77,386	77,386	80,226		
001-51-589-900-71030	Principal - CRA Projects 2009	50,215	52,781	55,479	55,479	55,479	58,315		
001-51-589-900-72000	Interest - Series 2009	6,033	5,656	5,261	2,630	5,261	4,845		
001-51-589-900-72010	Interest - CRA Projects 2008	73,221	69,656	65,950	33,923	65,950	62,087		
001-51-589-900-72020	Interest - FF Pension Settlement	33,691	31,022	27,692	14,826	27,692	25,340		
001-51-589-900-72030	Interest - CRA Projects 2009	41,104	38,539	35,842	17,921	35,842	33,007		
	TOTAL DEBT SERVICE	379,824	379,762	379,128	313,682	379,127	379,548	-	-
001-51-589-900-91110	Transfer to CRA - Current Year	245,018	287,535	335,664	335,664	335,664	419,158		
001-51-589-900-91190	Transfer to Streets & Roads	-	51,880	-	-	-			
001-51-589-900-91301	Transfer to Special Proj Fund	-	52,328	-	-	-			
001-51-589-900-91401	Transfer to Marina Fund	-		-	-	-			

TOWN OF LAKE PARK - ANNUAL BUDGET
NON-DEPARTMENTAL (GF 900)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
001-51-589-900-91601	Contrib.-Retired Police Officers Pensior	58,008		39,097	39,097	39,097	39,100		
001-51-589-900-96200	Unrealized Gain/Loss on Investments	(1,799)		-		-			
001-51-589-900-99901	Contingency			64,131		-	100,000		
001-51-589-900-99907	Transfer to Fund Balance	2,480,000		1	-	-			
	TOTAL OTHER EXPENSES	2,781,227	391,743	438,893	374,761	374,761	558,258	-	-
	TOTAL DEPT EXPENDITURES	3,162,318	771,928	857,422	738,672	829,232	1,111,793	-	-

TOWN OF LAKE PARK

ANNUAL BUDGET

INSURANCE FUND

FISCAL YEAR
October 1, 2015 through September 30, 2016

TOWN OF LAKE PARK - ANNUAL BUDGET

Insurance Fund 150

DEPARTMENTAL BUDGET SUMMARY

FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Revenue	309,757	447,345	227,116	264,738	255,525	-	-
Personal Services	84,171	76,909	44,000	49,071	44,000	-	-
Operating Expenses	179,040	186,704	183,116	208,310	211,525	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	263,211	263,613	227,116	257,381	255,525	-	-
Total Expenses	46,546	183,732	-	7,357	-	-	-

Recap

The Insurance Fund is an Internal Service Fund. This Fund functions as a distributor of the Workers Compensation and the Property and Causality insurances for the Town. The expenses in the Fund are the result of payment of the referenced insurance bills and the revenues are the distributions of those expenses, via a matrix, to the various funds and departments.

TOWN OF LAKE PARK - ANNUAL BUDGET
Insurance Fund (150)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
150-341.001	Contributed Revenue - General Fund	102,794	117,976	87,670	58,447	87,671	100,934		
150-341.190	Contributed Revenue - Streets & Road	7,634	8,521	4,881	3,254	4,881	5,396		
150-341.401	Contributed Revenue - Marina Fund	81,985	76,763	69,919	46,613	69,920	77,717		
150-341.402	Contributed Revenue - Stormwater	12,257	13,687	8,997	5,998	8,997	9,948		
150-341.404	Contributed Revenue - Sanitation	73,841	83,370	55,649	37,099	55,649	61,530		
150-369.300	Refund Prior Year Expense	31,246	147,028	-	25,081	37,622	-		
	TOTAL REVENUE	309,757	447,345	227,116	176,492	264,738	255,525	-	-
	EXPENDITURES								
150-51-589-900-24000	Insurance Expense - Workers Comp	84,171	76,909	44,000	32,714	49,071	44,000		
	TOTAL PERSONNEL EXPENSES	84,171	76,909	44,000	32,714	49,071	44,000	-	-
150-51-589-900-45000	Insurance Expense - Prop & Liability	155,495	166,572	171,000	127,995	191,993	171,000		
150-51-589-900-45120	Insurance - Storage Tank Liability	1,196	1,186	1,171	1,255	1,883	1,171		
150-51-589-900-45200	Insurance Expense - Bonds	-		-	4,409	4,409	4,409		
150-51-589-900-45400	Insurance Expense - Excess Coverage	10,032	10,236	9,945	6,500	9,750	9,945		
150-51-589-900-49500	Insurance Claim Deductibles	12,317	8,710	1,000	184	276	25,000		
	TOTAL OPERATING EXPENSES	179,040	186,704	183,116	140,343	208,310	211,525	-	-
150-51-589-900-99901	Contingency	-	-		-	-	-	-	
	TOTAL OTHER EXPENSES	-	-	-	-	-	-	-	-
	TOTAL DEPT EXPENDITURES	263,211	263,613	227,116	173,057	257,381	255,525	-	-
	BUDGET SURPLUS / (DEFICIT)	46,546	183,732	-	3,435	7,357	-	-	-

TOWN OF LAKE PARK

ANNUAL BUDGET

STREETS AND ROADS FUND

FISCAL YEAR
October 1, 2015 through September 30, 2016

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STREETS & ROADS (Fund 190)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

CORE VALUES:
*safety and welfare of Town personnel and general public
*maintenance of sidewalks
*maintenance of roadway signage (including school zone signs)
*maintenance of proper roadway markings
*maintenance of street lighting systems
*maintenance of roadway integrity (pothole repairs, roadway repairs, etc.)

Possibly the first sign you see in Lake Park is the one under the Grand Archway at Federal Highway and Park Avenue. The Streets and Roads Division maintains all the public signs throughout the Town.

Directional and street signage lead to public facilities or the old street where many Lake Park residents grew up.

Street lighting is checked on a regular basis, keeping roadways and pathways safe at night. Faded, worn signs are replaced showing the way, with new highly reflective materials.

Street pot holes and sidewalks are repaired by this Division along with grinding down trip hazards in these travel ways.

Safety is this Division's highest priority. Performance is measured by the lack of complaint and liability claims.

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STREETS & ROADS (Fund 190)
FUND BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Revenue	333,225	102,873	339,245	333,383	344,190	-	-
Personal Services	77,140	-	89,449	85,295	91,227	-	-
Operating Expenses	88,543	-	96,049	91,152	122,174	-	-
Capital Outlay	22,370	-	31,500	-	228,800	-	-
Debt Service	14,458	-	17,394	-	17,394	-	-
Non-Operating	100,000	-	104,853	90,000	90,000	-	-
Total Expenses	302,511	-	339,245	266,447	549,595	-	-
Surplus (Deficit)	30,714	102,873	-	66,937	(205,405)	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Foreman (33% shared w/Facilities & 34% w/Stormwater)	1.00	1.00		
Maintenance Worker III (8% shared with Parking Meters)	1.00	1.00		
	2.00	2.00	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STREETS & ROADS (Fund 190)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
	REVENUES								
190-312.410	Local Option Gas Tax	157,182		160,000	99,582	149,374	162,727		
190-312.420	New Local Option Gas Tax	73,457		76,000	46,856	70,284	76,463		
190-335.122	State Revenue Sharing (Fuel Tax)	84,445	84,188	84,000	56,572	84,858	85,000		
190-336.100	DOT Lighting Maint. 405121-1-72-16	18,141	18,685	19,245	19,245	28,868	20,000		
	TOTAL REVENUE	333,225	102,873	339,245	222,255	333,383	344,190	-	-
	EXPENDITURES								
190-54-541-190-12000	Regular Salaries	93,821		96,575	60,557	90,836	101,886		
190-54-541-190-14000	Overtime Salaries	167		300	424	636	300		
190-54-541-190-15000	Special Pay	1,000		-	1,000	1,500	1,000		
190-54-541-190-19900	Wages Reclassified	(51,076)		(42,777)	(28,249)	(42,374)	(49,352)		
190-54-541-190-21000	FICA Taxes	7,293		7,388	4,606	6,909	7,794		
190-54-541-190-22000	Retirement	4,817		4,830	3,099	4,649	4,829		
190-54-541-190-22100	Deferred Contribution Matching	-		2,415	1,550	2,325	2,415		
190-54-541-190-23100	Medical Insurance	13,488		15,516	10,345	15,518	17,068		
190-54-541-190-23200	Insurance - Dental	721		742	557	836	816		
190-54-541-190-23300	Insurance - Life	379		480	320	480	480		
190-54-541-190-23400	Insurance - Vision	130		130	87	131	142		
190-54-541-190-23500	Disability	1,262		1,318	879	1,319	1,318		
190-54-541-190-24000	Worker's Compensation Insurance	5,138		2,532	1,688	2,532	2,532		
	TOTAL PERSONNEL EXPENSES	77,140	-	89,449	56,863	85,295	91,227	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STREETS & ROADS (Fund 190)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
190-54-541-190-31000	Professional Services				1,500	2,250	22,500		
190-54-541-190-34000	Contractual Services				3,585	5,378	-		
190-54-541-190-34310	SWA Disopsal Fees			-		-			
190-54-541-190-40000	Travel & Training	64		350	404	606	1,000		
190-54-541-190-41100	Telephone	662		675	456	684	675		
190-54-541-190-43000	Utilities - Electric	65,527		61,500	43,218	64,827	61,500		
190-54-541-190-44100	Rentals	3,800		4,000	1,190	1,785	4,000		
190-54-541-190-45000	Insurance - Liability & Property	2,496		2,349	1,566	2,349	2,349		
190-54-541-190-46000	Repairs & Maintenance	3,726		7,700	300	450	4,400		
190-54-541-190-46300	Vehicle Parts & Supplies	696		4,000		-	5,050		
190-54-541-190-46600	Traffic Signs & Signals	1,774		4,000		-	4,000		
190-54-541-190-47000	Printing	-		-		-			
190-54-541-190-49400	Uniforms & Clothing	507		600		-	600		
190-54-541-190-52000	Operating Supplies	6,339		7,875	7,384	11,076	13,100		
190-54-541-190-52100	Gasoline & Diesel Fuel	2,952		3,000	1,165	1,748	3,000		
	TOTAL OPERATING EXPENSES	88,543	-	96,049	60,768	91,152	122,174	-	-
190-54-541-190-63000	Improvements other than Building	-	-	-	-	-	190,800		
190-54-541-190-63050	Improvements - Sidewalks	12,253		30,000		-	30,000		
190-54-541-190-64100	Machinery & Equipment	10,117		1,500	-	-	8,000		
	TOTAL CAPITAL OUTLAY	22,370	-	31,500	-	-	228,800	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STREETS & ROADS (Fund 190)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
190-54-541-190-71000	Principal	13,532		14,074	-	-	14,074		
190-54-541-190-72000	Interest	926		3,320	-	-	3,320		
	TOTAL DEBT SERVICE	14,458	-	17,394	-	-	17,394	-	-
190-54-541-190-99001	Transfer to General Fund	100,000		90,000	60,000	90,000	90,000		
190-54-541-190-99900	Transfer to Reserve	-	-	14,853	-	-			
	TOTAL OTHER EXPENSES	100,000	-	104,853	60,000	90,000	90,000	-	-
	TOTAL DEPT EXPENDITURES	302,511	-	339,245	177,631	266,447	549,595	-	-
	BUDGET SURPLUS/(DEFICIT)	30,714	102,873	-	44,624	66,937	(205,405)	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STREETS & ROADS (Fund 190)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Foreman Infrastructure	FT	25.90	2,080	53,872	2,694	500	8,534	408	261	71	735	67,075
Maintenance Worker III	FT	20.53	2,080	42,702	2,135	500	8,534	408	219	71	583	55,152
												-
												-
												-
Overtime Salaries	300											300
Wages Reclassified	(49,352)											(49,352)
FICA Taxes	7,794											7,794
Worker's Compensation Insurance	2,532											2,532
Deferred Contribution Matching	2,415											2,415
Wage Adjustment 2	5,312											5,312
Total Wages & Benefits	(31,000)			96,574	4,829	1,000	17,068	816	480	142	1,318	91,227

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET

PUBLIC WORKS - STREETS & ROADS (Fund 190)

EXPENSE DETAIL & ANALYSIS

FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
190-31000	Professional Services	Evaluation of roadway (700 block of Park Ave) with recommendations and specifications. Park Ave streetscape elements replacement specifications.	$22,500
190-34000	Contractual Services		
190-40000	Travel & Training	Herbicide applicator's training & MOT training	1,000
190-43000	Utilities - Electric		61,500
190-44100	Rentals	Rental fees for boom lift & bucket truck to maintain street lights and holiday decorations ($600.00). Rentals of compactors, vibrators, mixers, etc. for sidewalk and roadway repairs.	4,000
190-46000	Repairs & Maintenance	Vendor repair services: Streets' vehicles, equip.,streetlights, etc.	
	ALL STAR AUTO SERVICE	MEDIUM/HEAVY REPAIRS TO ASSIGNED VEHICLES	2,000
	KAUFFS TRANSPORTATION	TOWING SERVICE FOR ASSIGNED VEHICLES IF NEEDED	200
	PRESSURE WASHERS USA	SERVICE CALLS/REPAIRS FOR ASSIGNED PRESSURE WASHERS	200
	GROWERS EQUIPMENT	HEAVY REPAIRS FOR THE TRACTOR	1,500
	KASPER ELECTRICAL	LICENSED ELECTRICIAN FOR STREET LIGHT REPAIRS	500
		TOTAL:	$4,400
190-46300	Vehicle Parts & Supplies	Select vendors;(This is a sample of typical vendors used in the past. It is not an exclusive list.)	
	FIA CARD SERVICES	FUEL CARDS	250
	BENNETT AUTO SUPPLY	MAINTENANCE AND REPAIR PARTS FOR ASSIGNED VEHICLES	500
	BOULEVARD TIRE	HEAVY EQUIPMENT & LT TRUCK TIRE REPLACEMENT	2,000
	GENERAL GMC TRUCK PARTS	ALTERNATIVE SUPPLIER OF GM PARTS FOR ASSIGNED VEHICLES	300
		Misc. vendors for truck & tractor parts, lubricants, filters, coolant & hoses.	2,000
		TOTAL:	$5,050
190-46600	Traffic Signs & Signals	Replace faded & outdated signs, posts and mounting hardware; Assist Community Development Division with enforcement signs.	4,000
190-49400	Uniforms & Clothing	Replacement uniforms and safety boots for staff	600

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STREETS & ROADS (Fund 190)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
190-52000	Operating Supplies	Select vendors;(This is a sample of typical vendors used in the past. It is not an exclusive list.)	
		Action Nut and Bolt	350
		Boulevard Paints	500
		City Electric	2,500
		Community Asphalt	900
		Construction Diamond Products	1,000
		J.W. Cheatham	900
		Home Depot	1,500
		Lawnmower Headquarters (new blower + small engine parts)	700
		Light Bulbs Unlimited	200
		Lowes	500
		Meyers' Turf	150
		Petty Cash	200
		Pressure Washers USA	400
		Rexel	350
		Safety Products (PPE, safety cones / barricades)	2,500
		Misc. vendors for maintenance items associated with R.O.W. repairs	450
		TOTAL:	$13,100
190-52100	Gasoline & Diesel Fuel	Fuel to run service trucks, tractor, & backhoe	3,000
190-63000	Improvements - Other than Building	(See Schedule 5 for details)	190,800
190-63050	Improvements - Sidewalks	Continue replacement of sidewalks damaged by vehicles & tree roots	30,000
190-64100	Machinery & Equipment	(See Schedule 5 for details)	8,000

TOWN OF LAKE PARK - ANNUAL BUDGET
STREETS & ROADS (FUND 190)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Improvements - Other Than Building	700 block of Park Ave, roadway reconstruct (@ $30/sq. yd.)		$ 78,000
	Park Ave 7th St. to 10th St. concrete sidewall (assume 20% need		
	replace @ $5.75/sq.ft.); need to address root removal and barrier.		$ 37,000
	Park Ave, 7th St. to 10th St. streetscape (paver brick)		$ 30,000
	Commence street light fixture change-out to L.E.D. technology; Estimate		
	completing project in 10 years @ $1,000 / head; Change twenty		
	heads in FY'16		$ 20,000
	Pavement Markings: Stop bars, crosswalks		$ 17,000
	Centerline, turn lane markings, Watertower Rd.		$ 5,000
	Reflective Pavement Markers (RPM's) for fire		
	hydrants.		$ 3,800
Machinery & Equipment	Purchase a pre-owned, one ton dump truck from Palm Beach County		
	to replace current 1994 unit.		$ 8,000
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE PROPOSED BUDGET			$ 198,800
Improvements - Other Than Building	Gateway Road reconstruct		$ 125,000
	Pavement Markings: Roadway Centerlines		$ 20,000
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET			
COMBINED TOTALS			$ 145,000

TOWN OF LAKE PARK

ANNUAL BUDGET

DEBT SERVICE FUND

FISCAL YEAR
October 1, 2015 through September 30, 2016

TOWN OF LAKE PARK - ANNUAL BUDGET
DEBT SERVICE FUND (Fund 201)
FUND BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Revenue	784,739	752,381	776,712	770,500	775,896	-	-
Personal Services	-	-	-	-	-	-	-
Operating Expenses	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	768,107	768,108	776,712	768,120	775,896	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	768,107	768,108	776,712	768,120	775,896	-	-
Surplus (Deficit)	16,632	(15,727)	-	2,380	-	-	-

	2014-15	2015-16
Current year gross taxable value	$ 480,234,394	$ 524,406,886
Debt millage rate	1.6650	1.5400
Ad Valorem Taxes	$ 775,612	$ 775,296

The Debt Service Fund for the Town of Lake Park is utilized to collect from the taxpayers the required funds necessary to satisfy the requirements of the Town's General Obligations Bonds. These 20 year bonds were issued in the amount of $4,800,000 in 1997 and in the amount of $5,000,000 in 1998.

TOWN OF LAKE PARK - ANNUAL BUDGET
DEBT SERVICE FUND (Fund 201)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
	REVENUES								
201-311.100	Ad Valorem Taxes (a)	775,181	749,992	775,612	685,701	770,000	775,296		
201-311.120	Delinquent Taxes (b)	5,945	1,608	1,000	334	500	500		
201-361.100	Interest Earnings	3,613	781	100	-	-	100		
	TOTAL REVENUE	784,739	752,381	776,712	686,035	770,500	775,896	-	-
	EXPENDITURES								
201-51-517-201-31000	Professional Services	-	-	8,592	-	-	7,781		
201-51-517-201-71100	Principal - 1997 Series	286,857	316,126	331,650	164,121	331,650	348,300		
201-51-517-201-71105	Principal - 1998 Series	288,945	315,357	329,425	163,110	329,425	344,280		
201-51-517-201-72100	Interest - 1997 Series	92,593	63,324	47,810	25,604	47,810	31,155		
201-51-517-201-72105	Interest - 1998 Series	99,712	73,301	59,235	31,218	59,235	44,380		
	TOTAL DEBT SERVICE	768,107	768,108	776,712	384,053	768,120	775,896	-	-
	TOTAL DEPT EXPENDITURES	768,107	768,108	776,712	384,053	768,120	775,896	-	-
	BUDGET SURPLUS/(DEFICIT)	16,632	(15,727)	-	301,982	2,380	-	-	-

TOWN OF LAKE PARK

ANNUAL BUDGET

SPECIAL PROJECTS FUND

FISCAL YEAR
October 1, 2015 through September 30, 2016

TOWN OF LAKE PARK - ANNUAL BUDGET
SPECIAL PROJECTS FUND (Fund 301)
FUND BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Revenue	52,200	43,073	425,145	44,920	454,500	-	-
Personal Services	-	-	-	-	-	-	-
Operating Expenses	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	43,743	50,913	425,145	44,920	454,500	-	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	43,743	50,913	425,145	44,920	454,500	-	-
Surplus (Deficit)	8,457	(7,840)	-	-	-	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
SPECIAL PROJECTS FUND (Fund 301)
FUND BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
	REVENUES								
301-337.316	PBC SILVER BEACH ROAD	-	2,707	3,057	6,140	6,140	6,000		
301-337.317	CDBG FLAGLER BLVD	52,200		-		-			
301-337.318	CDBG TENNIS COURTS		37,294	-		-			
301-337.319	2013/14 & 2014/2015 CDBG Grant			403,591	-	-	403,591		
301-337.325	2015/16 CDBG						33,964		
301-337.321	2015-JAGD-PALM-13-R1-124			5,995	-	5,995			
301-337.713	FMIT GRANT		3,072	-		-			
301-38-000-9000	BALANCE BROUGHT FORWARD	-	-	12,502	-	32,785	10,945		
	TOTAL REVENUE	52,200	43,073	425,145	6,140	44,920	454,500	-	-
	EXPENDITURES								
301-52-521-301-64102	JAG ARRA EYES ON PARK	721	5,645	-	-	-			
301-52-521-301-64103	2010-DJ-BX-1595/LIB SEC	173		-		-			
301-52-521-301-64104	2015-JAGD-PALM-13-R1-124			5,995	5,969				
301-54-541-301-63808	CDBG FLAGLER BLVD	39,895		-	-	-			
301-54-541-301-63818	2013/14 & 2014/2015 CDBGrant			416,000		-	416,000		
301-54-541-301-63819	2015/16 CDBGrant						35,000		
301-55-552-301-31010	PBC R2007 SILVER BEACH ROAD	2,954	3,084	3,150	1,824	2,736	3,500		
301-55-559-301-63900	CDBG TENNIS COURTS		42,184	-	42,184	42,184			
301-57-572-301-62101	CDBG R2011 BERT BOSTROM PK	-		-	-	-			
	TOTAL DEBT SERVICE	43,743	50,913	425,145	49,977	44,920	454,500	-	-
	TOTAL DEPT EXPENDITURES	43,743	50,913	425,145	49,977	44,920	454,500	-	-
	BUDGET SURPLUS/(DEFICIT)	8,457	(7,840)	-	(43,837)	-	-	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
SPECIAL PROJECTS FUND
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
CDBGrants	2013/14 CDBG	$ 40,650	$ 40,650
	2014/15 CDBG	$ 40,650	$ 40,650
	Special Area of Hope	$ 322,291	$ 334,700
	2014/15 CDBG	$ 33,964	$ 35,000
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE PROPOSED BUDGET		$ 437,555	$ 451,000
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET			$ -
COMBINED TOTALS			

E:\! 2015-16 Budget\BUDGET FY 2015-2016\[BKR Fund 150 - Insurance Fund 2015-16.xlsx]Revenue & Expenses - Sch 2

TOWN OF LAKE PARK

ANNUAL BUDGET

MARINA FUND

FISCAL YEAR
October 1, 2014 through September 30, 2015

Occupancey levels have risen from approximatly 55% early in 2014 to an average of 90% in fiscal year 2015, which equates to an avearge of 101 slips occupied out of a total of 112 available silps.

There are multipal options available to continue to increase revenue which are currently being explored and will be discussed with the Commission when the Town Staff have completed their due dillagence.

TOWN OF LAKE PARK - ANNUAL BUDGET
MARINA FUND (Fund 401)
FUND BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Revenue	1,686,493	1,125,059	1,888,695	1,280,564	1,400,695	-	-
Personal Services	164,148	171,125	177,743	118,809	211,681	-	-
Operating Expenses	726,306	768,650	841,899	1,229,060	747,871	-	-
Capital Outlay	-	1,798	8,700	10,843	8,700	-	-
Debt Service	375,163	372,644	380,090	380,090	380,090	-	-
Non-Operating	(2,870,000)	-	18,582	10,000	10,000	-	-
Total Expenses	(1,604,383)	1,314,217	1,427,014	1,748,802	1,358,342	-	-
Surplus (Deficit)	3,290,876	(189,158)	461,681	(468,238)	42,353	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Harbor Marina Director	1.00	1.00		
Dock Attendant(s)	2.00	2.00		
Dock Attendants (Part Time)	1.25	1.25		
	4.25	4.25	0.00	0.00

TOWN OF LAKE PARK - ANNUAL BUDGET
MARINA FUND (Fund 401)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
	REVENUES								
401-344.500	Parking Fees - Meters Off-road	22,828	24,326	20,000	12,362	18,543	28,000		
401-344.520	Parking Passes				1,200	1,200	1,200		
401-347.450	Sunset Celebration Proceeds	1,563		6,500		-			
401-347.500	Facilities Rental	1,155	240	2,000	240	360	500		
401-347.512	Wet Slips	394,884	520,858	607,500	472,169	708,254	790,000		
401-347.610	Ramp Fees	28,352	30,905	35,000	18,222	27,333	35,000		
401-347.612	Parking Fees - Overnight	15,552	15,748	25,000	8,133	12,200	26,500		
401-347.614	Electrical	11,278	10,556	15,000	5,054	7,581	16,500		
401-347.616	Utility Charges	14,700	18,789	31,000	18,205	27,308	24,300		
401-347.618	Pump Out	353	370	350	200	300	350		
401-347.619	Water Tank Fill	10		20		-	20		
401-347.900	Facility Rental Security	455		250	60	90	250		
401-359.100	Interest/Finance Charges	811		500		-	500		
401-359.300	Late Charges	1,191	200	1,000		-	1,000		
401-361.100	Interest Earnings	4,777		-		-			
401-361.120	Sales Tax Commissions	261	321	300	178	267	300		
401-369.106	Laundry Vending	384	829	1,200	1,148	1,722	1,200		
401-369.150	Merchandise	6,809	6,997	20,000	4,496	6,744	10,000		
401-369.200	Gasoline Sales	179,933	245,865	244,000	175,083	262,625	260,000		
401-369.201	Diesel	120,837	195,329	323,000	133,374	200,061	200,000		
401-369.250	Brick Sponsor Contributions	225		75		-	75		
401-369.300	Refund Prior Year Expense	13		-		-			

TOWN OF LAKE PARK - ANNUAL BUDGET
MARINA FUND (Fund 401)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
401-369.325	Settlements-Construction	880,000		-		-			
401-381.001	Transfer from General Fund	-	51,880	-		-			
401-389.190	Miscellaneous Revenue	155	1,142	5,000	4,006	6,009	5,000		
401-389.199	Cash Over/Short	(33)	704	1,000	(33)	(33)	-		
	TOTAL BEFORE BALANCE	1,686,493	1,125,059	1,338,695	854,097	1,280,564	1,400,695	-	-
401-399.999	BALANCE BROUGHT FORWARD	-	-	550,000	-	-	-		
	TOTAL REVENUE	1,686,493	1,125,059	1,888,695	854,097	1,280,564	1,400,695	-	-
	EXPENDITURES								
401-57-579-800-11000	Executive Salaries	65,250	61,516	66,464	12,500	18,750	72,800		
401-57-579-800-12000	Regular Salaries	22,246	42,744	43,792	29,243	43,865	48,716		
401-57-579-800-13000	Other/Part Time Salaries	45,733	27,630	26,884	13,406	20,109	26,728		
401-57-579-800-14000	Overtime Salaries	2,826	7,194	6,800	7,251	10,877	18,000		
401-57-579-800-15000	Special Pay	726	684	720	200	300	720		
401-57-579-800-15001	Compensated Vacation Leave	706	(1,529)	-		-			
401-57-579-800-15002	Compensated Sick Leave	705	(1,529)	-		-			
401-57-579-800-19900	Wages Reclassified	4,573		-		-			
401-57-579-800-21000	FICA	10,408	10,640	11,011	4,774	7,161	12,718		
401-57-579-800-22000	Retirement	2,031	4,333	5,391	1,748	2,622	5,879		
401-57-579-800-22100	Town Retirement Matching	-	1,450	1,625		-	1,625		
401-57-579-800-23100	Medical Insurance	-	7,379	7,758	6,465	9,698	17,068		
401-57-579-800-23200	Insurance - Dental	(77)	380	1,113	309	464	1,224		
401-57-579-800-23300	Insurance - Life	297	447	446	123	185	446		

TOWN OF LAKE PARK - ANNUAL BUDGET
MARINA FUND (Fund 401)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
401-57-579-800-23400	Insurance - Vision	65	130	195	92	138	213		
401-57-579-800-23500	Disability	1,157	1,452	1,500	397	596	1,500		
401-57-579-800-24000	Worker's Compensation Insurance	7,502	8,204	4,044	2,696	4,044	4,044		
	TOTAL PERSONNEL EXPENSES	164,148	171,125	177,743	79,204	118,809	211,681	-	-
401-57-579-800-31000	Professional Services	2,338	4,528	1,500	8,838	13,257	1,500		
401-57-579-800-31100	Professional Svc. - Town Attorney	16,245		500		-	1,500		
401-57-579-800-31101	Professional Svc. - Other Legal		890	-		-	-		
401-57-579-800-34000	Contractual Services	85,144	91,685	84,460	53,657	80,486	85,396		
401-57-579-800-34901	Administrative Fee	100,000		30,000	20,000	30,000	30,000		
401-57-579-800-34911	Merchandise	3,883	3,750	9,000	2,420	3,630	4,500		
401-57-579-800-40000	Travel & Training	963	713	750	82	123	750		
401-57-579-800-41100	Telephone	2,245	5,640	4,798	4,658	6,987	4,798		
401-57-579-800-41200	Postage & Shipping	556	597	600		-	700		
401-57-579-800-43000	Utilities	73,492	83,048	76,000	47,423	71,135	74,000		
401-57-579-800-43250	Garbage & Trash	16,927	16,816	16,765	13,203	19,805	16,765		
401-57-579-800-44100	Rentals	557	654	-	249	374	-		
401-57-579-800-44200	Equipment Leases			-		-	-		
401-57-579-800-45000	Insurance	74,483	68,559	65,875	43,917	65,876	65,875		
401-57-579-800-46000	Repair & Maintenance	19,275	39,478	20,000	27,895	41,843	20,000		
401-57-579-800-46050	Repair - Construct. Deficiency	-		-	240	360	-		
401-57-579-800-46060	Seawall Remediation				406,940	480,776	-		
401-57-579-800-46100	Equipment Maintenance Contract	2,491	3,360	2,824	2,006	3,009	2,824		

TOWN OF LAKE PARK - ANNUAL BUDGET
MARINA FUND (Fund 401)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
401-57-579-800-46101	Vehicle Parts/Supplies			-		-	-		
401-57-579-800-46600	Signs & Signals	425		-	727	1,091	-		
401-57-579-800-47000	Printing	872	224	1,000	436	654	1,000		
401-57-579-800-47100	Photocopying	-	27	250	30	45	4,500		
401-57-579-800-48000	Promotional Activity	9,371	7,551	4,500	3,209	4,814	250		
401-57-579-800-48045	Promotional - Sunset Celebration	5,232	14,465	-		-	-		
401-57-579-800-48050	Promotional - Arts Festival	67		-		-	-		
401-57-579-800-48100	Advertising	13,014	11,789	9,000	5,703	8,555	9,000		
401-57-579-800-49000	Other Current Charges	495		-		-			
401-57-579-800-49050	Other Current Charges - Sales Tax	780	724	1,000	420	630	1,000		
401-57-579-800-49101	Bad Debts	4,414		-		-	-		
401-57-579-800-49300	Computer Software	3,660	3,285	3,285	3,285	4,928	3,285		
401-57-579-800-49400	Uniforms & Clothing	660	822	1,000	986	1,479	1,000		
401-57-579-800-49600	Bank Charges / Admin Fees	26,344	35,920	37,003	11,269	16,904	37,003		
401-57-579-800-51000	Office Supplies	2,143	1,279	1,600	783	1,175	1,600		
401-57-579-800-52000	Operating Supplies	17,981	17,983	12,000	9,918	14,877	12,000		
401-57-579-800-52110	Gasoline	147,355	198,240	200,542	135,168	202,752	208,000		
401-57-579-800-52120	Diesel Fuel	94,744	155,998	257,022	102,180	153,270	160,000		
401-57-579-800-52200	Small Tools & Others	-		-		-			
401-57-579-800-54200	Memberships, Dues, & Subscriptior	150	625	625	150	225	625		
	TOTAL OPERATING EXPENSES	726,306	768,650	841,899	905,792	1,229,060	747,871	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
MARINA FUND (Fund 401)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
401-57-579-800-63040	Improvements/Bt Trailer Parking	-		-		-		-	-
401-57-579-800-63041	Machinery & Equipment	-	1,798	8,700	10,843	10,843	-		
401-57-579-800-64100							8,700		
	TOTAL CAPITAL OUTLAY	-	1,798	8,700	10,843	10,843	8,700	-	-
401-57-579-800-71000	Principal	145,265	145,265	145,265	158,065	145,265	145,265		
401-57-579-800-72000	Interest	226,027	227,379	234,825	205,538	234,825	234,825		
401-57-579-800-73000	Amortization Expense	3,871		-		-			
	TOTAL DEBT SERVICE	375,163	372,644	380,090	363,603	380,090	380,090	-	-
401-57-579-800-99110	Transfer to General Fund	10,000		10,000	6,667	10,000	10,000		
401-57-579-800-99907	Transfer to Fund Balance	(2,880,000)		8,582	-	-	-		
	TOTAL OTHER EXPENSES	(2,870,000)	-	18,582	6,667	10,000	10,000	-	-
	TOTAL DEPT EXPENDITURES	(1,604,383)	1,314,217	1,427,014	1,366,109	1,748,802	1,358,342	-	-
	BUDGET SURPLUS/(DEFICIT)	3,290,876	(189,158)	461,681	(512,012)	(468,238)	42,353	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET

MARINA FUND (Fund 401)

WAGE AND BENEFITS - DETAIL

FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Harbor Marina Director	FT	35.00	2,080	72,800	3,640	-	8,534	408	261	71	905	86,619
Dock Attendant	FT	10.81	2,080	22,485	1,124	-	Declined	408	75	71	304	24,467
Dock Attendant	FT	10.72	2,080	22,298	1,115		8,534	408	110	71	291	32,827
Dock Attendant	PT	10.28	1,300	13,364								13,364
Dock Attendant	PT	10.28	1,300	13,364								13,364
Overtime Salaries	18,000											18,000
Phone Allowance	720											720
FICA	12,718											12,718
Worker's Compensation Insurance	4,044											4,044
Town Retirement Matching	1,625											1,625
Wage Adjustment #2	3,933											3,933
												-
Total Wages & Benefits	41,040			144,311	5,879	-	17,068	1,224	446	213	1,500	211,681

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
MARINA FUND (Fund 401)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
800-31000	Professional Services	Fees for collection services for delinquent dockage fees	1,500
800-31100	Professional Svc. - Town Attorney	Cost for Town Attorney to assist with agenda items and other legal matters	1,500
800-34000	Contractual Services	Custodial contract - $3,264; Security contract-$42,000; Landscaping contract -$38,500	
		Pest Control Services - $696	85,396
800-34901	Administrative Fee	Administrative cost for Town Hall services	
800-34911	Merchandise	Ship Store Merchandise (beer, soda, bait, snacks, sundries, tackle, marine products, etc	4,500
800-40000	Travel & Training	Marina Manager - CMM Reaccreditation - IMI Conference, Fort Lauderdale, FL	750
800-41100	Telephone	Cost of Telephone and DSL charges ($175.85 per mo., Wi-Fi- - $199 per mo.	4,798
		Dockmaster software billing - $26.00 per mo.)	
800-41200	Postage & Shipping	Cost of mailing, including mailing of monthly bills and for marketing purposes	700
800-43000	Utilities	Cost of utilities for marina operation (electric, water and gas) $6,000 per mo.	74,000
800-43250	Garbage & Trash	SWA assessment fee- $8,751; PW sanitation service - $668/mo.	16,765
800-44100	Rentals		-
800-44200	Equipment Leases		-
800-45000	Insurance	Cost of premiums for liability insurance	65,875
800-46000	Repair & Maintenance	Maintenance required to sufficiently repair buildings and dock facilities repairs	
		and maintenance to fuel pump system $5,000, electrical pedestal repairs $7,500	
		building repair $2,500 repairs to dock facilities $2,000 piling repairs $3,000	20,000
800-46050	Repair - Construct. Deficiency		-
800-46100	Equipment Maintenance Contract	Costs for maintenance of the elevator and the lift stations	2,824
800-46300	Vehicle Parts/Supplies		
800-47000	Printing	Costs for rate cards, contracts, brochures, and other collateral materials.	1,000
800-47100	Copying		250
800-48000	Promotional Activity	Costs associated with participation at the Palm Beach International Boat Show.	4,500
		Palm Beach (Booth fee- $2,500, set-up $1,000, promotional/print/advertising $1,000)	
800-48100	Advertising	Advertising in various publications for the Marina (Waterway Guide $4,000, Embassy	
		Guide $3,000, & Marina Life $2,000).	9,000
800-49050	Other Current Charges - Sales Tax	Sales tax on parking fees remitted to the state	1,000

TOWN OF LAKE PARK - ANNUAL BUDGET
MARINA FUND (Fund 401)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
800-49101	Bad Debts		
800-49300	Computer Software	The cost of computer support for the Dockmaster software system	3,285
800-49400	Uniforms & Clothing	Cost of shirts and hats for staff	1,000
800-49600	Bank Charges / Admin Fees	Credit card fees for processing payments in Dockmaster and parking meters	37,003
800-49610	Bank Charges/Parking Meters		
800-51000	Office Supplies	Cost of office supplies	1,600
800-52000	Operating Supplies	Expenses for operating supplies (janitorial supplies $7,000, electrical supplies/outlets	12,000
		$1,000, plumbing supplies/hose bibs $1,000, paint/sealer $2,000.	
		electrical parts. $1,000	
800-52110	Gasoline	Purchase of fuel for resale to boaters.	208,000
800-52120	Diesel Fuel	Purchase of fuel for resale to boaters.	160,000
800-52200	Small Tools & Others		-
800-54200	Memberships, Dues, & Subscriptions	The cost of Marine Industries Association membership.	625
800-59000	Depreciation Expense		-

TOWN OF LAKE PARK - ANNUAL BUDGET
MARINA FUND (Fund 401)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification		Revenue	Cost
Computer Upgrade	This request is for replacement of hardware and software from Windows XP to		N/A	$ 8,700
	Windows 8.1 Pro. Microsoft will no longer support Windows XP after 2014.			
	The new software is also equired to operate the new Touchscreen(POS) module			
	that our Dockmaster collection system will be converting to after January 2015.			
	The following is a break out of costs associated with this specific capital outlay			
	request:			
	1 PC (hardware/software) for Marina Director's office	$ 2,000		
	1 PC (hardware/software) for Office Clerical Desk	$ 2,000		
	1 PC (hardware/software) for Dock Attendant's Desk	$ 2,000		
	1 Touchscreen Module for Office Clerical Desk	$ 1,000		
	1 Touchscreen Module for Dock Attendant's Desk	$ 1,000		
	Training and set-up fee for Touchscreen Process	$ 700		
	TOTAL	$ 8,700		
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE PROPOSED BUDGET			$ -	$ 8,700

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 500 - Department Summary 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK

ANNUAL BUDGET

STORMWATER UTILITY FUND

FISCAL YEAR
October 1, 2015 through September 30, 2016

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STORMWATER UTILITY (Fund 402)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

CORE VALUES:
*Safety and welfare of Town personnel and the general public
*Protection of property by maintaining the stormwater infrastructure system
*Maintenance of records and maps for NPDES permitting and compliance with all federal, state, and county regulations
*Identification of illicit discharges into system

The Stormwater Utility funds personnel and equipment to maintain the stormwater infrastructure on Town owned and maintained properties which include roadway street sweeping, roadway storm pipe systems and swales and stormwater detention ponds. By efficiently maintaining this stormwater related infrastructure, safety and health of the public by reducing of standing water on roadways and reducing mosquito infestation.

Storm drainage grates are routinely cleaned during periods of heavy rainfall. The quality of the storm-water discharge is improved by routine maintenance and inspections thus making water activities more enticing.

The maintenance of the stormwater infrastructure keeps the Town compliant with Federal, State and County regulations.

The annual National Pollution Discharge Elimination System (NPDES) report requires data on the lengths of pipe cleaned, the square footage of swales regraded, the amount of debris collected both by street sweeping and storm drain cleaning. Future NPDES requirements as well as master planning drainage improvements will require storm pipe videoing in advance of repairs.

The measures of success of this program is the reduction of standing water, the absence of visible debris accumulation on storm grates, satisfaction of NPDES requirements and potential reduction in flood insurance rates.

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STORMWATER UTILITY (Fund 402)
FUND BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Revenue	506,534	487,309	481,020	480,000	481,020	-	-
Personal Services	163,712	162,571	169,165	126,765	173,937	-	-
Operating Expenses	137,030	182,120	198,871	140,438	228,241	-	-
Capital Outlay	-	3,875	4,800	2,486	189,500	-	-
Debt Service	117,217	104,399	56,098	52,566	56,098	-	-
Non-Operating	50,650	68,047	52,086	50,000	50,000	-	-
Total Expenses	468,609	521,012	481,020	372,255	697,776	-	-
Surplus (Deficit)	37,925	(33,703)	-	107,745	(216,756)	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Stormwater Technician I	1.00	1.00		
Stormwater Technician II	1.00	1.00		
	2.00	2.00	0.00	0.00

ESU's		6,741
Rate	$	6.50

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 500 - Department Summary 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STORMWATER UTILITY (Fund 402)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
	REVENUES								
402-311.120	Delinquent Stormwater Assessments	8,435	2,673	1,000		-	1,000		
402-361.100	Interest Income	1,263	606	20		-	20		
402-363.120	Stormwater Assessments	493,895	484,030	480,000	433,111	480,000	480,000		
402-369.300	Refund Prior Year Expense	2,941	-			-			
	TOTAL REVENUE	506,534	487,309	481,020	433,111	480,000	481,020	-	-
	EXPENDITURES								
402-53-538-402-12000	Regular Salaries	62,690	69,063	70,230	28,198	42,297	71,954		
402-53-538-402-14000	Overtime Salaries	242	267	-	282	423	500		
402-53-538-402-15000	Special Pay	-	1,000	-		-	-		
402-53-538-402-16000	Compensated Vacation Leave	1,464	512	-		-			
402-53-538-402-17000	Compensated Sick Leave	1,464	512	-		-			
402-53-538-402-19900	Wages Reclassified	67,086	46,992	57,953	37,726	56,589	57,953		
402-53-538-402-21000	FICA Taxes	4,607	4,529	5,373	1,693	2,540	5,504		
402-53-538-402-22000	Retirement	3,175	3,563	3,440	1,418	2,127	3,411		
402-53-538-402-22100	Deferred Contribution Matching		727	1,720		-	1,706		
402-53-538-402-23100	Medical Insurance	12,926	24,277	23,741	11,302	16,953	26,115		
402-53-538-402-23200	Insurance - Dental	691	760	742	309	464	816		
402-53-538-402-23300	Insurance - Life	253	355	354	138	207	354		
402-53-538-402-23400	Insurance - Vision	124	130	130	49	74	142		
402-53-538-402-23500	Disability	806	935	934	362	543	934		
402-53-538-402-24000	Worker's Compensation Insurance	8,184	8,949	4,548	3,032	4,548	4,548		
	TOTAL PERSONNEL EXPENSES	163,712	162,571	169,165	84,509	126,765	173,937	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STORMWATER UTILITY (Fund 402)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
402-53-538-402-31000	Professional Services	6,416	9,150	29,500	5,024	7,536	66,000		
402-53-538-402-34000	Contractual Services	401	33,938	210	76	114	210		
402-53-538-402-34010	Permit Fees - NPDES	4,297	4,297	4,500	4,297	6,446	5,000		
402-53-538-402-34200	Contractual Services-Maint General	39,550	29,962	39,950	26,633	39,950	32,450		
402-53-538-402-34310	Disposal Fees - SWA	2,076	2,982	3,500	683	1,025	3,500		
402-53-538-402-34500	Commissions - PBC Tax Collector	4,617		4,380		-			
402-53-538-402-34901	Administrative Fees	50,000	71,074	60,000	40,000	60,000	60,000		
402-53-538-402-40000	Travel & Training	1,442	698	1,900	74	111	1,900		
402-53-538-402-41100	Telephone	331	334	332	234	351	332		
402-53-538-402-41200	Postage & Shipping	41	60	-	42	63	50		
402-53-538-402-43000	Utilities	259	431	500	141	212	500		
402-53-538-402-44100	Rentals	-		500		-	-		
402-53-538-402-45000	Insurance-Liability, Property,	4,073	4,738	4,449	2,966	4,449	4,449		
402-53-538-402-46000	Repairs & Maintenance	13,008	9,154	20,400	8,637	12,956	22,600		
402-53-538-402-46080	Repairs & Maintenance - Lines	-		-		-			
402-53-538-402-46300	Vehicle Parts & Supplies	1,063	2,782	8,450	846	1,269	9,450		
402-53-538-402-47000	Printing	12	200	-		-			
402-53-538-402-48100	Advertising		-		1,654		1,700		
402-53-538-402-49400	Uniforms	588	488	750	90	135	750		
402-53-538-402-51000	Office Supplies	152	50	350	150	225	150		
402-53-538-402-52000	Operating Supplies	605	2,185	8,000	780	1,170	8,000		
402-53-538-402-52100	Gasoline & Diesel Fuel	7,667	9,164	10,500	2,517	3,776	10,500		
402-53-538-402-52200	Small Tools & Others	-		250		-	250		

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STORMWATER UTILITY (Fund 402)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
402-53-538-402-54200	Memberships, Dues, & Subscriptions	432	433	450	433	650	450		
	TOTAL OPERATING EXPENSES	137,030	182,120	198,871	95,277	140,438	228,241	-	-
402-53-538-402-63100	Improvements - Alleyway Drainage	-	1,200	-		-			
402-53-538-402-63010	Improvements - Drainage	-	-	-		-	90,000		
402-53-538-402-64100	Machinery & Equipment	-	2,675	4,800	1,243	2,486	99,500		
	TOTAL CAPITAL OUTLAY	-	3,875	4,800	1,243	2,486	189,500	-	-
402-53-538-402-71000	Principal	56,092	58,958	-		-			
402-53-538-402-71010	Principal-Alley & Equipment	45,106	32,838	48,787	48,787	48,787	48,787		
402-53-538-402-72000	Interest	8,273	3,013	-		-			
402-53-538-402-72010	Interest-Alley & Equipment	7,746	9,590	7,311	3,778	3,779	7,311		
	TOTAL DEBT SERVICE	117,217	104,399	56,098	52,565	52,566	56,098	-	-
402-53-538-402-82101	Improvements-Drainage (DEP match)	(650)	16,747	-		-			
402-53-538-402-99001	Transfer to General Fund	51,300	51,300	50,000	33,333	50,000	50,000		
402-53-538-402-99002	Transfer to Reserve	-		2,086		-			
	TOTAL OTHER EXPENSES	50,650	68,047	52,086	33,333	50,000	50,000	-	-
	TOTAL DEPT EXPENDITURES	468,609	521,012	481,020	266,927	372,255	697,776	-	-
	BUDGET SURPLUS/(DEFICIT)	37,925	(33,703)	-	166,184	107,745	(216,756)	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STORMWATER UTILITY (Fund 402)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2014-15

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Stormwater Tech I	FT	14.64	2,080	30,451	1,523	-	17,581	408	177	71	467	50,678
Stormwater Tech II	FT	18.15	2,080	37,752	1,888	-	8,534	408	177	71	467	49,297
												-
												-
Wages Reclassified	57,953											57,953
FICA Taxes	5,504											5,504
Worker's Compensation Insurance	4,548											4,548
Deferred Contribution Matching	1,706											1,706
Wage Adjustment #2	3,751											3,751
Over Time	500											500
Total Wages & Benefits	73,962			68,203	3,411	-	26,115	816	354	142	934	173,937

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STORMWATER UTILITY (Fund 402)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
402-31000	Professional Services	NPDES Annual Report prep, ESU rate certifications	$ 16,000
		Firestone outfall engineering	25,000
		Evaluate Televised Drainage System Data; Prepare R&M schedule	25,000
		TOTAL:	$ 66,000
402-34000	Contractual Services	CDL medical exams; post accident drug screening	210
402-34010	Permit Fees - NPDES	NPDES fees associated with being a co-permittee; increase due to TMDL	5,000
402-34200	Contractual Svc-Maint Gen	Transfer to General Fund for Administrative Services	32,450
402-34310	Disposal Fees - SWA	Est. cost to dispose of street sweepings and storm line debris at the SWA	3,500
402-40000	Travel and Training	Vac-con school; S/W operator training; annual Stormwater Conference	1,900
402-43000	Utilities	Cost of Seacoast Utility water to fill the Vac Truck	500
402-44100	Rentals		-
402-46000	Repairs and Maintenance	Outside vendor R&M for Vac-con,street sweeper,skid steer, & fleet trucks	
	GROWERS EQUIPMENT	HEAVY REPAIR WORK ON THE SKID STEER	$ 3,000
	G T SUPPLIES, INC	ALTERNATIVE TO SOUTHERN SEWER	1,500
	GENERAL GMC TRUCKS SALES	HEAVY REPAIR OF ASSIGNED VEHICLES	5,000
	HOSE CONNECTION	ROUTER HOSE REPAIRS ON VAC-CON TRUCK	600
	KAUFFS OF PALM BEACH	VEHICLE TOWING SERVICE AS NEEDED	500
	SOUTHERN SEWER EQUIPMEN	HEAVY REPAIRS FOR VAC-CON TRUCK	10,000
	BOBCAT OF PALM BEACH		2,000
		TOTAL:	$ 22,600

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STORMWATER UTILITY (Fund 402)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
402-46300	Vehicle Parts and Supplies	Parts for repairs done in-house; sweeper brooms, hydraulic hoses, lubricants	
	ARMCHEM	SPECIALTY CHEMICALS RELATED TO STORMWATER	$ 450
	GENERAL GMC TRUCKS	MAIN SUPPLIER OF STERLING PARTS	2,000
	SOUTHERN SEWER EQUIPMEN	MISC PARTS FOR VAC-CON & SWEEPER	3,500
		Misc. vendors for tires, lubricants, filters, coolant, & hoses	3,500
		TOTAL:	$ 9,450
402-48100	Advertising		1,700
402-49400	Uniforms	Costs associated with replacement uniforms and safety boots	750
402-51000	Office Supplies	Photocopy paper for printing daily inspection forms and final reports	350
402-52000	Operating Supplies	Maintenance materials, E.g., Heavy equip. parts, sod for swales, irrig. Supplies (This is a sample of typical vendors used in the past. It is not an exclusive list.)	
		FIA CARD SERVICES	$ 75
		HOSE CONNECTION	500
		MAKO HOSE AND RUBBER	650
		MEYERS TURF	3,000
		WESTSIDE REPOGRAPHICS	500
		LOWES	300
		MISC. VENDORS	2,975
		TOTAL:	$ 8,000
402-52100	Gasoline & Diesel Fuel	Necessary for the operation of heavy equipment	10,500
402-52200	Small Tools & Others	Shovels, manhole cover hooks, safety cones, etc.	250
402-54200	Membership, Dues & Subscript.	Membership in the Florida Stormwater Association	450
402-63010	Improvements: Drainage	See Initiatives, Sch 5	90,000
402-64100	Machinery & Equipment	See Initiatives, Sch 5	99,500

TOWN OF LAKE PARK - ANNUAL BUDGET
PUBLIC WORKS - STORMWATER UTILITY (Fund 402)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Improvements: Drainage	Firestone outfall remediation		$90,000
Machinery & Equipment	GIS: Workstation / dual screen, 24Gb memory and 1 Tb hard drive with back-up to local drive		5,000
	Software: ESRI (Release 11) + AutoCAD LT		3,000
	Lap top computer for NPDES field reports		1,500
	Vac-con Refurbishment. Prolong life of equipment.		90,000
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE PROPOSED BUDGET			$189,500
Improvements: Drainage	Date Palm drainage pipe repair; sink holes appearing at pipe joints		$65,000
Machinery & Equipment	Replacement debris tank for Street Sweeper. Existing tank worn & perforated.		30,000
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET			$95,000
COMBINED TOTALS			$ 284,500

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 500 - Department Summary 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK

ANNUAL BUDGET

SANITATION FUND

FISCAL YEAR
October 1, 2015 through September 30, 2016

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
DEPARTMENTAL METRICS, FUNCTIONS, & PERFORMANCE MEASURES
FISCAL YEAR 2015-16

CORE VALUES:

* Safety and welfare of Town personnel and general public
* Responsive and efficient collection services for residents and businesses
* Coordination with vehicle maintenance division to ensure reliable and safe collection vehicles
* Having well trained, competent and safety minded employees who are focused on public health and safety
* Working alongside fellow DPW divisions to keep the Town cleaned and maintained to highlight its beauty

The Sanitation Division is made up of two subdivisions - the residential services subdivision and the commercial services subdivision. In addition to sanitation services, the Division supplements the General Fund Grounds Maintenance operation by providing personnel to do heavy pruning, mowing, and weeding at least twice per week. This is part of the Division's commitment to doing "whatever it takes" to help keep the Town greenways and commons beautiful.

The Residential Sanitation subdivision provides solid waste collection services to single family and small apartment residential properties in Lake Park. Our services include household garbage collection twice per week as well as collection of vegetation, bulk trash and recyclables once per week. This subdivision provides these services via a team of multi-skilled personnel and a fleet of eleven vehicles, each of which are designed for specific purposes.

The Commercial Sanitation subdivision is responsible for collection and disposal of all business-generated solid waste and cardboard recyclables within the Town. The subdivision also provides clean, well maintained dumpsters to the Town's commercial customers, promotes public safety and health by its prompt, regularly scheduled waste collection and disposal. The subdivision prides itself on its professional, friendly customer service and constantly strives to tailor services to customers' needs in order to help control the expenses of the Town's business stakeholders.

The performance of these Divisions is measured by several metrics, including customer satisfaction. The fewer phone calls from customers to Public Works Administration, the better. When a potential issue arises, we are dedicated to expedient resolution. Performance is also measured by our safety record - which is measurably excellent. In fact, it is anticpated that property and casualty insurance rates will decline based upon the last three years of safe operations.

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
FUND BUDGET SUMMARY
FISCAL YEAR 2015-16

Schedule 1

	Actual Expenses 2012-13	Actual Expenses 2013-14	Budget 2014-15	Estimate for the Year 2014-15	Department Proposed 2015-16	Manager Proposed 2015-16	Adopted Budget 2015-16
Revenue	1,480,743	1,446,636	1,643,056	1,654,567	1,676,065	-	-
Personal Services	537,755	480,320	521,139	468,781	540,934	-	-
Operating Expenses	651,951	662,332	732,776	611,212	711,491	-	-
Capital Outlay	-	-	1,500	2,552	78,500	-	-
Debt Service	112,203	112,140	112,140	112,067	106,433	-	-
Non-Operating	247,545	200,000	275,501	250,000	200,000	-	-
Total Expenses	1,549,454	1,454,792	1,643,056	1,444,612	1,637,358	-	-
Surplus (Deficit)	(68,711)	(8,156)	-	209,955	38,707	-	-

Personnel Recap

	Present	Department	Proposed	Adopted
Foreman	2.00	2.00		
Equipment Operator III	3.00	3.00		
Equipment Operator II	4.00	4.00		
	9.00	9.00	0.00	0.00

E:\! 2015-16 Budget\BUDGET FY 2015-2016\With out Names\[BKR 500 - Department Summary 2015-16.xlsx]Wage & Ben - Sch 3

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
	REVENUES								
404-311.120	Delinquent Refuse Assessments	3,660	1,036	3,000	461	461	1,000		
404-343.410	Commercial Assessment - SWA	74,743	73,667	74,000	80,971	121,457	80,000		
404-343.420	Commercial User Fees - TLP	745,770	748,896	808,566	504,222	756,333	760,000		
404-343.500	Residential Assessments - SWA	585,868	578,914	682,425	746,960	746,960	750,000		
404-343.510	Residential User Fees - TLP	10,258	7,024	7,200	4,765	4,765	7,200		
404-343.610	Recycling Income	29,911	31,249	33,000	11,640	17,460	33,000		
404-354.100	Penalties	2,493	3,089	2,400	2,596	3,894	2,400		
404-361.100	Interest Earnings	925	833	750	639	959	750		
404-361.110	Interest Earnings - Tax Collector	1,795	717	100	68	102	100		
404-364.100	Sale of Surplus Property	18,388	495	30,000	-	-	40,000		
404-365.100	Sale of Scrap Material	745		500	177	266	500		
404-369.100	Miscellaneous Revenue	50	326	500	1,143	1,715	500		
404-369.200	Container Proceeds	260		225	-	-	225		
404-369.300	Locking Device Proceeds	780	390	390	130	195	390		
404-369.301	Refund Prior Year Expense	5,097		-	-	-	-		
	TOTAL REVENUE	1,480,743	1,446,636	1,643,056	1,353,772	1,654,567	1,676,065	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
	EXPENDITURES								
404-53-534-404-12000	Regular Salaries	331,404	292,548	309,909	179,353	269,030	325,363		
404-53-534-404-14000	Overtime Salaries	3,550	2,992	4,000	3,964	5,946	4,000		
404-53-534-404-15000	Special Pay	1,600	900	1,500	-	-	1,500		
404-53-534-404-16000	Compensated Vacation Leave	(3,969)	(3,929)	-	-	-	-		
404-53-534-404-17000	Compensated Sick Leave	(3,969)	(7,297)	-	-	-	-		
404-53-534-404-19900	Wages Reclassified	32,871	31,800	42,496	27,450	41,175	42,496		
404-53-534-404-21000	FICA	22,747	20,438	23,823	13,002	19,503	25,005		
404-53-534-404-22000	Retirement	16,850	13,747	15,496	7,402	11,103	15,420		
404-53-534-404-22100	Deferred Contribution Matching	-	4,007	7,602	2,584	3,876	7,710		
404-53-534-404-23100	Medical Insurance	84,519	76,935	86,351	59,235	88,853	89,097		
404-53-534-404-23200	Insurance - Dental	3,198	2,978	3,339	2,227	3,341	3,672		
404-53-534-404-23300	Insurance - Life	1,281	1,419	1,596	969	1,454	1,596		
404-53-534-404-23400	Insurance - Vision	518	438	520	308	462	568		
404-53-534-404-23500	Disability	4,355	3,759	4,279	2,540	3,810	4,279		
404-53-534-404-24000	Worker's Compensation Insurance	36,200	39,585	20,228	13,485	20,228	20,228		
404-53-534-404-25100	Unemployment Compensation	6,600		-	-	-	-		
	TOTAL PERSONNEL EXPENSES	537,755	480,320	521,139	312,519	468,781	540,934	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
404-53-534-404-31000	Professional Services	48	152	-	144	216	150		
404-53-534-404-34000	Contractual Services	17,414	25,483	23,055	14,160	21,240	25,555		
404-53-534-404-34310	Disposal Fees - Garbage	190,404	191,745	185,000	112,926	169,389	190,000		
404-53-534-404-34500	Commissions - PBC Tax Collector	6,201	-	-	-	-			
404-53-534-404-34901	Administrative Fee	135,000	106,325	135,000	90,000	135,000	135,000		
404-53-534-404-34910	Bad Debt Expense	5,535	8,558	-		-			
404-53-534-404-40000	Travel & Training	32	-	1,000	74	111	1,000		
404-53-534-404-41100	Telephone	1,371	1,389	1,200	947	1,421	1,200		
404-53-534-404-41200	Postage & Shipping	87	63	55	80	120	120		
404-53-534-404-44100	Rentals	-	5,462	10,500	1,819	2,729	10,500		
404-53-534-404-44200	Capital Leases	-	-	38,000	-	-	-		
404-53-534-404-45000	Insurance	37,641	43,785	35,421	23,614	35,421	35,421		
404-53-534-404-46000	Repair & Maintenance	69,151	99,285	69,225	35,175	52,763	72,525		
404-53-534-404-46300	Vehicle Parts & Supplies	73,087	81,980	105,600	58,516	87,774	106,500		
404-53-534-404-47000	Printing	1,258	292	1,500	-	-	1,000		
404-53-534-404-48100	Advertising	-	-	1,125	783	1,175	1,125		
404-53-534-404-49400	Uniforms & Clothing	2,511	2,609	2,750	360	540	2,750		
404-53-534-404-51000	Office Supplies	357	194	300	150	225	300		
404-53-534-404-52000	Operating Supplies	1,344	1,433	2,045	1,030	1,545	2,045		
404-53-534-404-52100	Gasoline & Diesel Fuel	89,913	78,478	90,000	41,923	62,885	80,000		
404-53-534-404-52200	Small Tools & Others	13	906	1,000	1,164	1,746	1,300		
404-53-534-404-52400	Containers	20,584	14,193	30,000	24,608	36,912	45,000		

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
DEPARTMENTAL BUDGET DETAIL
FISCAL YEAR 2015-16

Schedule 2

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	CURRENT YEAR BUDGET 2014-15	ACTUAL AS OF 05/31/15	ESTIMATE FOR THE YEAR 2014-15	THE DEPT. PROPOSED BUDGET BY 2015-16	TOWN MGT. PROPOSED BUDGET 2015-16	ADOPTED BUDGET 2015-16
	TOTAL OPERATING EXPENSES	651,951	662,332	732,776	407,473	611,212	711,491	-	-
404-53-534-404-44200	Capital Equipment Leases	-	-	-		-	-		
404-53-534-404-64100	Machinery & Equipment	-	-	1,500	2,552	2,552	78,500		
	TOTAL CAPITAL OUTLAY	-	-	1,500	2,552	2,552	78,500	-	-
404-53-534-404-71000	Principal	102,395	106,153	106,153	110,048	110,048	104,206		
404-53-534-404-72000	Interest	9,808	5,987	5,987	2,019	2,019	2,227		
	TOTAL DEBT SERVICE	112,203	112,140	112,140	112,067	112,067	106,433	-	-
404-53-534-404-96200	Unrealized Gain/Loss on Investmer	(2,455)		-	-	-			
404-53-534-404-99110	Transfer to General Fund	250,000	200,000	250,000	166,666	250,000	200,000		
404-53-534-404-99901	Contingency	-		25,501	-	-			
404-53-534-404-99907	Transfer to Fund Balance					-			
	TOTAL OTHER EXPENSES	247,545	200,000	275,501	166,666	250,000	200,000	-	-
	TOTAL DEPT EXPENDITURES	1,549,454	1,454,792	1,643,056	1,001,277	1,444,612	1,637,358	-	-
	BUDGET SURPLUS/(DEFICIT)	(68,711)	(8,156)	-	352,495	209,955	38,707	-	-

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
WAGE AND BENEFITS - DETAIL
FISCAL YEAR 2015-16

Schedule 3

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Medical Insurance	23200 Dental Insurance	23300 Life Insurance	23400 Vision Insurance	23500 Disability Insurance	Total Cost
Equipment Operator II	FT	13.8000	2,080	28,704	1,435	-	8,534	408	145	71	460	39,757
Equipment Operator II	FT	14.4900	2,080	30,139	1,507		14,423	408	157	71	412	47,117
Equipment Operator III	FT	20.1800	2,080	41,974	2,099	1,000	14,423	408	209	71	546	60,730
Foreman	FT	17.7900	2,080	37,003	1,850	-	8,534	408	183	71	481	48,530
Foreman	FT	21.5100	2,080	44,741	2,237	500	8,534	408	230	71	611	57,332
Equipment Operator III	FT	16.4500	2,080	34,216	1,711		Declined	408	177	Declined	467	36,979
Equipment Operator II	FT	13.8000	2,080	28,704	1,435	-	8,534	408	167	71	443	39,762
Equipment Operator II	FT	13.8000	2,080	28,704	1,435	-	8,534	408	151	71	392	39,695
Equipment Operator III	FT	16.4500	2,080	34,216	1,711	-	17,581	408	177	71	467	54,631
Overtime Salaries	4,000											4,000
Wages Reclassified	42,496											42,496
FICA	25,005											25,005
Deferred Contribution Matching	7,710											7,710
Worker's Compensation Insurance	20,228											20,228
Unemployment Compensation	-											-
Wage Adjustment 2	16,962											16,962
Total Wages & Benefits	116,401			308,401	15,420	1,500	89,097	3,672	1,596	568	4,279	540,934

Insurance Table				
	Employee Only	8,534	408	71
	Employee + Spouse	14,423	408	71
	Employee + Children	12,119	408	71
	Employee + Family	17,581	408	71

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name		Task, Description, and/or Vendor	Cost
404-31000	Professional Services			150
404-34000	Contractual Services		Cell phone tower rental, truck wash serv., CDL physicals, random drug tests	
	Jupiter Medical Center		Drug testing. 9/yr @ $11 ea.; Est. 6/yr @ $40 ea. (post acc.)	350
	Jupiter Medical Center		CDL Physicals (8 @ $60 ea.)	480
	Spectrasite Communication		Tower rental for Sanitation (expires Sept, 2022)represents a 4% annual incre	9,150
			Lessor maintenance responsibility	2,500
	Action labor		Day laborers	3,000
	G&K Services		Uniforms - mech (Environmental & Energy surcharges)	675
	Superior Wash		Wash sanitation vehicles at $778 average monthly charge	9,400
			TOTAL:	25,555
404-34310	Disposal Fees - Garbage		Disposal fees @ Solid Waste Authority (less disposal credits)	190,000
404-34901	Adminstrative Fee			135,000
404-40000	Travel & Training		Misc. operator training / safety classes; Training materials	1,000
404-41100	Telephone			1,200
404-40002	Postage & Shipping			120
404-44100	Rentals		3 week emergency rental of clam truck w/ operator @ 700 / day	10,500
404-45000	Insurance			35,421
404-46000	Repair & Maintenance		Estimated contract repairs for aging sanitation fleet	
		CAR-COMM, INC	SERVICE/REPAIR OF 2-WAY RADIOS FOR SANITATION VEHICLES	1,200
		CUMMINS POWER SOUTH	SERVICE/ HEAVY REPAIR OF CUMMINS EQUIPED SANITATION VEHICLES	10,000
		FCC ENVIRONMENTAL LLC	PARTS WASHER SERVICE,FLUOR BULBS, HAZ MATERIAL DISPOSAL	1,600
		G T SUPPLIES, INC	REPAIRS PETERSEN AND LABRIE BODIED SANITATION VEHICLES	12,000
		GENERAL GMC TRUCK SALES	HEAVY REPAIRS ON AUTOCAR AND STRELING SANITATION VEHICLES	13,000
		JIM PRICE BODY SHOP	PROVIDES LIGHT TO MEDIUM BODY WORK ON SANITATION VEHICLES	1,200
		KAUFFS TRANSPORTATION	TOWING SERVICE FOR SANIATION VEHICLES	1,500
		KELLY TRACTOR	HEAVY REPAIRS FOR THE BACKHOE	1,500
		NEXTRAN TRUCK CENTER	REPAIRS TO MACK AND ALTERNATIVE FOR STERLING SANITATION VEHICL	8,000
		RECHTIEN INTERNATIONAL TRUCKS	SERVICE/REPAIRS INTERNATIONAL SANITATION VEHICLES	7,500
		ROGERS ENGINES	REPAIRS MOBILE AIR COMPRESSOR	275
		SCHUMACHER AUTOMOTIVE INC	DEALER ONLY REPAIRS OF GM SANITATION VEHICLE #36	750
		SUNBELT WASTE EQUIPMENT	HEAVY REPAIRS OF ALL SANITATION VEHICLES WITH HEIL BODIES	14,000
			TOTAL:	72,525

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name		Task, Description, and/or Vendor	Cost
404-46300	Vehicle Parts & Supplies		Estimated replacement parts for vehicles repaired at DPW	
		ACTION BOLT & TOOL	FASTENERS AND RELATED HARDWARE FOR SANITATION VEHICLES	800
		BENNETT AUTO SUPPLY	ALTERNATIVE TO FLEETPRIDE	500
		BOULEVARD TIRE CENTER	MAIN SUPPLIER OF TIRES FOR SANITATION VEHICLES AS PER FSA BID	50,000
		CAR-COMM	REPLACEMENT PARTS FOR SANITATION 2-WAY RADIOS	1,200
		CERTIFIED LABORATORIES	MAIN SUPPLIER OF GREASE/CHEMICALS FOR SANITATION VEHICLES	2,700
		CLARKE WASTE SYSTEMS	MAIN SUPPLIER OF LABRIE BODY PARTS	1,800
		FIA CARD SERVICE	FUEL CARD SERVICE/REPLACEMENT OF SANITATION VEHICLES	2,500
		FLEETPRIDE	MAIN SUPPLIER OF MAINTENANCE PARTS FOR SANITATION VEHICLES	9,000
		FLORIDA BRAKE & TRUCK PARTS	MAIN SUPPLIER OF SMALL BRAKE PARTS FOR SANITATION VEHICLES	500
		FCC ENVIRONMENTAL	MAIN SUPPLIER OF PARTS FOR PARTS WASHER	200
		FLORIDA BOLT AND NUT CO.	ALTERNATIVE TO ACTION BOLT AND TOOL	500
		GENERAL GMC TRUCK SALES	MAIN SUPPLIER OF AUTOCAR & STERLING PARTS FOR SANITATION	7,500
		HI-TECH RECOVERY & RECYCLING	SUPPLIES RECYCLED COOLANT FOR SANITATION VEHICLES	700
		HILL MANUFACTURING	ALTERNATIVE TO NEXGEN	200
		HYDRAULIC SUPPLY CO.	MAIN SUPPLIER OF HYDRA. HOSES/FITTING FOR SANITATION VEHICLES	5,000
		IMPERIAL SUPPLIES LLC	MAIN SUPPLIER OF SMALL MAINTENANCE PARTS FOR SANITATION	1,000
		INDUSTRIAL CLEANING EQUIPMENT	MAIN SUPPLIER OF TRUCK WASH, DEODERIZER, ECT FOR SANITATION	1,300
		KIMBALL MIDWEST	ALTERNATIVE TO IMPERIAL SUPPLIES	1,200
		L & L DISTRIBUTORS	ALTERNATIVE TO FLEETPRIDE	400
		LAWSON PRODUCTS	ALTERNATIVE TO CERTIFIED LABORATORIES	900
		NEXTRAN TRUCK CENTER	MAIN SUPPLIER OF MACK TRUCK PARTS	800
		NEXGEN	ALTERNATIVE TO CERTIFIED LABORATORIES AND HILL MANUFACTURING	700
		PALM BEACH SPRING	ALTERNATIVE TO BENNETT AUTO AND FLEET PRIDE	1,100
		PETERSEN INDUSTRIES	SUPPLIES ALL PARTS FOR PETERSEN TL3 BODIES	4,000
		RECHTIEN INTERNATIONAL TRUCK	SUPPLIES ALL SPECIFIC PARTS FOR INTERNATIONAL TRUCKS	3,200
		RIVIERA GENERATOR	SUPPLIES PARTS FOR MAJOR VEHICLE ELECTRICAL COMPONANTS	500
		SNAP-ON-TOOLS	SUPPLIES SPECIALTY TOOLS FOR SANITATION VEHICLES	700
		SUNBELT WASTE EQUIPMENT	SUPPLIES ALL PARTS FOR HEIL GARBAGE BODIES	6,500
		GRAINGER	SHOP/ VEHICLE MAINTENANCE EQUIPMENT	1,100
			TOTAL:	106,500

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
EXPENSE DETAIL & ANALYSIS
FISCAL YEAR 2015-16

Schedule 4

Account #	Account Name	Task, Description, and/or Vendor	Cost
404-47000	Printing	NCR work orders, information flyers	1,000
404-48100	Advertising	Annual notice of collection fees in newspaper	1,125
404-49400	Uniforms & Clothing	Replacement uniforms and safety boots (as needed)	2,750
404-51000	Office Supplies	Photocopy paper, pens, paper clips, etc.	300
404-52000	Operating Supplies		
	ACTION BOLT & TOOL	MISC HARDWARE	100
	LOWES	MISC. SUPPLIES FOR SANITATION	150
	SAFETY PRODUCTS	PPE EQUIPMENT (GLOVES, VESTS, ETC).	600
	MISC. VENDORS		1,195
		TOTAL:	2,045
404-52100	Gasoline & Diesel Fuel	Fuel to run the sanitation heavy equipment	80,000
404-52200	Small Tools & Others	Replacement and specialty tools for heavy equipment maintenance	1,300
404-52400	Containers	Purchase and refurbish commercial dumpsters; purchase new residential cans	45,000
		TOTAL OPERATING EXPENSES:	711,491
404-64100	Machinery & Equipment	Refurbish sideloader and frontloader; (2) Replacement computers for streaming safety videos and desktop model for billing; Laser printer	78,500

TOWN OF LAKE PARK - ANNUAL BUDGET
SANITATION FUND (FUND 404)
PROPOSED INITIATIVES with DETAIL
FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
Machinery & Equip.	Take delivery of two vehicles; annual debt service		$106,433
	Refurbish 2006 sideloader and 2009 frontloader		75,000
	(2) Replacement computers for streaming safety videos and desktop model for billing		3,000
	Laser printer (or: upgrade DPW photocopier lease for color printing capabilitiies)		500
TOTALS FOR INITIATIVES **THAT ARE INCLUDED** IN THE PROPOSED BUDGET			$184,933
Lift Gate for #36	Lift Gate for safe operations and injury mitigation		2,500
TOTALS FOR INITIATIVES **THAT ARE NOT INCLUDED** IN THE PROPOSED BUDGET			2,500
COMBINED TOTALS			$187,433

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **August 5, 2015** **Agenda Item No.** Tab 2

Agenda Title: Regular Commission Meeting Minutes of July 15, 2015

[ ] SPECIAL PRESENTATION/REPORTS **[X] CONSENT AGENDA**
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager [signature] Acty Town Mgr. **Date:** 7/23/2015

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **meeting minutes** **Exhibits "A – D"**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case ***VM*** **Please initial one.**

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting minutes of July 15, 2015.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 15, 2015, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
John O. D'Agostino	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, 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/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. 2015 Legislative Update by Senator Jeff Clemens. **Tab 1**

2. Comprehensive Annual Financial Report (CAFR) for 2014/2015. **Tab 2**

3. Palm Beach County Sheriff's Office Citizens on Patrol Quarterly Report. **Tab 3**

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

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will he 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.

4. Regular Commission Meeting Minutes of July 1, 2015 **Tab 4**
5. Award of Annual Budgeted Sidewalk Replacement Contract. **Tab 5**

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

6. Ordinance No. 09-2015 Updating Chapter 54 of the Code of Ordinances to Include the Updated Language to the Florida Building Code 2014. **Tab 6**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-8 OF THE TOWN CODE PERTAINING TO THE TOWN'S LOCAL AMENDMENTS TO CHAPTER ONE OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONDIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

None

H. NEW BUSINESS:

7. Request Commission Approval to Commence Negotiations with the Calvin Giordano & Associates, Inc. for a Continuing Professional Consultant Services Contract in Response to RFQ 103-2015. **Tab 7**

8. Approve the Award of Contract for Landscape Maintenance, Town Bid No. 102-2015 part "B" for the Harbor Marina to Chris Wayne and Associates, Inc. in the Amount of $35,790 per year for Three Full Years Total of Service Beginning October 1, 2015 and Ending September 30, 2018 at a Total Overall Cost of $107,370. **Tab 8**

9. Setting a Town Commission Workshop date for the Mixed-Use Overlay Zoning District Initiative along Federal Highway Corridor. **Tab 9**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, August 5, 2015

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 15, 2015, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, July 15, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, and Commissioner Kathleen Rapoza, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Commissioners Erin Flaherty and Michael O'Rourke were absent.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

Mayor DuBois explained that Senator Jeff Clemens and Representative Bobby Powell were running a few minutes late, therefore the presentation of the Comprehensive Annual Financial Report for 2015/2016 would be presented first.

SPECIAL PRESENTATIONS/REPORTS

1. Comprehensive Annual Financial Report (CAFR) for 2014/2015.

Terry Morton, Jr., CPA Partner of Nowlen, Holt & Miner, P.A. gave a brief review of the CAFR (see Exhibit "A"). He explained the different sections of the CAFR; page 1 was the auditors opinion; on page 4 begins the Management's Discussion and Analysis; page 15 begins the Basic Financial Statement of Net Position; page 18 begins the Governmental Funds; page 20 begins the Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds; pages 22-23 begin the balance sheets for the Enterprise Funds. He stated that starting on page 113 was the Internal Control report. Town Manager D'Agostino asked for clarification regarding the negative outlook on the CRA and Marina Funds. Mr. Morton explained that it was a concept that the Florida Auditor General released that contain ratios and formulas that are reviewed over a five (5) year term. The analysis was to determine if the funds were in a deteriorated state or not. He stated that based on the review of the prior five (5) years those funds were still overall trending down even though there are a couple of sight increases. Town Manager D'Agostino asked at what point do the funds not have a negative outlook. Mr. Morton stated that the Fund Balance would show that determination.

Mayor DuBois gave a brief history of the Community Redevelopment Agency (CRA) Fund and the Town's effort to pay the Tax Increment Financing (TIF). Mr. Morton referenced page 18 of Exhibit "A" for the TIF information. Mayor DuBois read the comments listed on page 12 of Exhibit "A" regarding the Capital Assets & Debt Administration.

2. 2015 Legislative Update by Senator Jeff Clemens.

Senator Clemens apologized for arriving late explaining that they were at the City of Riviera Beach giving a similar presentation. He explained that a Special Budget session was held to balance the legislative budget. He explained that the following bills passed Sober House bill, and On-line voter registration. Mayor DuBois gave Attorney Baird credit for writing the first draft of the Sober House Ordinance. Representative Powell explained the water projects funding cuts. He spoke of the challenges during the special session. He explained that a construction bill passed allowing contractors that get over 50 percent of state funding could seek labor workers outside of the area. He explained how the school testing scheduled had changed. He explained the Amendment 1 funds allocation of Acquisition Land Trust Fund. Vice-Mayor Glas-Castro explained that the Palm Beach County League of Cities Legislative Policy Committee met to discuss a variety of issues. She touch on a few issues that may became the committees priorities. She expressed concern with the funds that were denied for the drainage project on Lake Shore Drive. Mayor DuBois shared that he was a member of the Treasure Coast Region Planning Council and they have experienced frustration with the lack of funding. Representative Powell explained that the general attitude towards planning in Florida was that it would be left to the municipalities. Town Manager D'Agostino asked if any thoughts had been given to loaning local municipalities funds to perform drainage type improvement projects themselves. Senator Clemens stated that it has been a thought, but the Governor has stated that he would veto it. Vice-Mayor Glas-Castro asked if the Town would be better served by hiring a Lobbyist or should the Commission travel and stand before the legislators. Senator Clemens stated that there was no substitute for sitting across from someone asking them directly for support. He stated that the Commission would have to come up with a plan for how they would get meetings with the legislator they wanted to meet. Vice-Mayor Glas-Castro stated that the staff at the League of Cities has offered to assist with setting meetings and introducing them around, but how would they be received by the legislators if assisted by the League of Cities. Representative Powell stated that the League of Cities has a good relationship with the legislators, but in his opinion having a lobbyist, constantly speaking to legislators had a stronger impact. Mayor DuBois thanked them for their time.

3. Palm Beach County Sheriff's Office Citizens on Patrol Quarterly Report.

Palm Beach County Sheriff's Office (PBSO) Deputy Abe Aksal representing Captain Lindskoog gave a statistical report regarding the Citizens on Patrol (COP) Delta vehicle. Commissioner Rapoza asked if any of the patrol hours were conducted during the evenings or weekends. Volunteer Major Robert Clements stated "yes" patrols are conducted on some nights and Saturday's. Commissioner Rapoza asked if the initiative to have COP's ride-along with Deputy's had been implemented. Deputy Aksal stated that he was not aware of the implementation of this program. Vice-Mayor Glas-Castro asked if the new noise Ordinance was working. Lt. Vassalotti stated that there have been no issues implementing the Ordinance. He explained that PBSO works closely with the COP division to ensure that all areas of the Town are being patrolled. Town Manager D'Agostino asked why patrols schedule fluctuate each month. Deputy Aksal explained that different factors contribute to the fluctuation of the schedule.

PUBLIC COMMENT:
None

CONSENT AGENDA:

4. Regular Commission meeting minutes of July 1, 2015.
5. Award of Annual Budgeted Sidewalk Replacement Contract.

Motion: Vice-Mayor Glas-Castro moved to approve the consent agenda; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 3-0.

PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:
6. Ordinance No. 09-2015 Updating Chapter 54 of the Code of Ordinances to include the Updated Language to the Florida Building Code 2014.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-8 OF THE TOWN CODE PERTAINING TO THE TOWN'S LOCAL AMENDMENTS TO CHAPTER ONE OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D'Agostino explained the item (see Exhibit "B").

Public Comment Opened:
None
Public Comment Closed:

Motion: Vice-Mayor Glas-Castro moved to approve the consent agenda; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Mayor DuBois	X		

Motion passed 3-0.

Attorney Baird read the Ordinance by title only.

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

None

NEW BUSINESS:

7. Request Commission Approval to Commence Negotiations with Calvin Giordano & Associates, Inc. for a Continuing Professional Consultant Services Contract in Response to RFQ 103-2015.

Town Manager D'Agostino explained the item (see Exhibit "C"). Vice-Mayor Glas-Castro asked how many firms submitted proposals. Town Manager D'Agostino stated that four (4) firms submitted proposals. Vice-Mayor Glas-Castro understood that several engineering firms would be chosen, giving the Town several options when working on projects. She asked if Calvin Giordano & Associates (CGA) was recommended because they offer many of the services in-house. Town Manager D'Agostino explained that if there was an aspect the CGA could not perform then CGA would contract a sub-consultant to perform the project. Public Works Director Hunt explained that he assisted in creating the Request For Proposal (RFP) with two (2) components. He stated that tonight the Commission was viewing "Part A", which consist of a Town engineering service that met the continuity aspect throughout the years. He explained the needs of the Community Development Department and the Public Works Department. He stated that the RFP also had a "Part B" component, which solicited firms on an "as needed" bases that could assist the Town during specific situations.

Motion: Commissioner Rapoza moved to approve authorize the Town Manager to commence contract negotiations with Calvin, Giordano & Associates, Inc. for continuing professional consultant services; Vice-Mayor-Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 3-0

8. Approve the Award of Contract for Landscape Maintenance, Town Bid No. 102-2015 part "B" for the Harbor Marina to Chris Wayne and Associates, Inc. in the amount of $35,790 per year for three full year's total of Service Beginning October 1, 2015 and Ending September 30, 2018 at a total Overall cost of $107,370.

Town Manager D'Agostino explained the item (see Exhibit "D").

Motion: Commissioner Rapoza moved to approve the award of contract to Chris Wayne and Associates, Inc. in the amount of $35,790 for each year of three consecutive years, and to be paid in 36 equal payments of $2,982.50; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 3-0.

9. Setting a Town Commission Workshop date for the Mixed-Use Overlay Zoning District Initiative along Federal Highway Corridor.

Mayor DuBois asked if the workshop dates should be discussed since two (2) members of the Commission were not present. Town Manager D'Agostino stated that the meeting was being proposed for September and that the Planning and Zoning Board members had been invited to participate in the discussion and those members were available on Monday, September 21, 2015 at 6:30 p.m. The Commission came to consensus to set the workshop for Monday, September 21, 2015 at 6:30 p.m.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino announced the Sunset Celebration for Friday, July 31, 2015 at the Lake Park Harbor Marina beginning at 6:00 p.m. until 9:00 p.m. He announced that the Library air conditioner would be installed soon. He asked the Commission to choose a date for the Community Development Block Grant workshop where they could discuss the details of the Kelsey and Lake Shore Park restrooms and Tennis Court lighting improvements. The Commission came to consensus to hold the workshop immediately following the September 16, 2015 Regular Commission meeting. He announced that the Community Development Department was working closely with the owner of One Park Place (801 Park Avenue) to get a design submitted. He announced that the Back to School Explosion Event would take place on Saturday, August 1, 2015 beginning at 10:00 a.m. outside of Town Hall. Commissioner Rapoza asked how the information was being communicated. Town Manager D'Agostino stated that one of the non-profit organization would be promoting the event. He announced that each of the non-profit organizations are meeting on a weekly bases to discuss and coordinate the event. He announced that an initiative has begun to bring the different leaders in the community together once-a-month to begin discussing ways in which to engage and cultivate the community. He stated that it would be called a "Leadership Group" who would be involved in engaging the community in government and community service programs.

Commissioner O'Rourke was absent.

Commissioner Rapoza congratulated Commission Flaherty and his family on the arrival of his son. She announced that a new restaurant had opened on Northlake Blvd & 10th Street.

Commissioner Flaherty was absent.

Vice-Mayor Glas-Castro announced that the next Palm Beach County League of Cities meeting was scheduled for Wednesday, July 22, 2015 at the Lantana Recreation Center. She announced that she would not be at the August 5th Commission meeting. She announced that the next Chili Cook-Off was being scheduled for next spring. She thanked Town Manager D'Agostino for having the double poles on Northlake Blvd. and on 3rd Street removed.

Mayor DuBois had no comments.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Vice-Mayor Glas-Castro, and by unanimous vote, the meeting adjourned at 8:12 p.m.

_____

Mayor James DuBois

_____

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015

Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 15, 2015** **Agenda Item No.** Tab 2

Agenda Title: **Presentation of the Comprehensive Annual Financial Report for the Fiscal Year Ended 9/30/2014**

[X] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 7-13-15

Blake K. Rane, Finance Director BKR
Name/Title

Originating Department: FINANCE	Costs: N/A Funding Source: Acct. # [X] Finance __BKR_____	**Attachments:** Comprehensive Annual Financial Report
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone __ BKR ___ or Not applicable in this case _____ **Please initial one.**

Summary Explanation/Background:

Each year, the Town's independent auditors, Nowlen, Holt & Miner, P.A., report on the condition of the Town's finances and present the Town's Comprehensive Annual Financial Report ("CAFR") for the past fiscal year. Mr. Ron Bennett, a principal with the firm will present the report for the year ended September 30, 2014.

Recommended Motion:

I move to accept the 2014 CAFR

Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015 **Agenda Item No.** Tab 6

Agenda Title: UPDATING CHAPTER 54 OF THE CODE OF ORDINANCES TO INCLUDE THE UPDATED LANGUAGE TO THE FLORIDA BUILDING CODE 2014.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] ORDINANCE ON 1st READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6-30-15

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: $ 0 Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Ordinance 09-2015**
Advertised: Date: ***N/A on 1st reading*** Paper: _____ ☒ Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ***ND (Building Official or designee will be in attendance at the meeting)*** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:
The Town of Lake Park (contracted) Building Official, Mike Crisafulle of HyByrd, Inc., presented staff with the amendments to Chapter 1 of the Florida Building Code. The Palm Beach County Building Code Advisory Board prepared these local amendments to Chapter 1, Administration, for the 2014 edition of the Florida Building Code. These changes serve to clarify some of the provisions and provide more stringent provisions to some of the minimum state administrative standards. The Palm Beach County Building Code Advisory Board recommends that all local jurisdictions adopt the local amendments, which is the purpose of this agenda item. The Florida Building Code 2014 is currently in effect as of July 1, 2015. The adoption of the National Electrical Code by reference in Chapter 54, as well as the establishment of the wind speed lines currently in the Code, have not changed. The adoption relies upon the Florida Building Commission for appeals and the Town's Planning and Zoning Board for variance requests related to the Florida Building Code.

Recommended Motion: I move to APPROVE Ordinance 09-2015 on first reading.

ORDINANCE NO. 09-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-8 OF THE TOWN CODE PERTAINING TO THE TOWN'S LOCAL AMENDMENTS TO CHAPTER ONE OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT ; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE..

WHEREAS, in 2010, the Florida Legislature enacted an updated version of the Florida Building Code, amending the minimum building construction standards which must be adopted and applied by all local governments in Florida; and

WHEREAS, the Florida Building Code and amendments thereto which have been enacted by the Legislature are codified in Section 553.73 Florida Statutes; and

WHEREAS, Section 553.73(4)(A) Florida Statutes, authorizes local governments to adopt local amendments to Chapter One of the Florida Building Code that are more stringent than the minimum state standards set forth therein; and

WHEREAS, the Palm Beach County Building Code Advisory Board prepared local amendments to Chapter One of the 2010 and 2014 versions of the Florida Building Code, which are more stringent than the minimum administrative standards set forth in the Florida Building Code; and

WHEREAS, the Palm Beach County Building Code Advisory Board recommends that all local governments in Palm Beach County adopt said local amendments to create uniformity within the Palm Beach County; and

WHEREAS, the Town's Building Official recommends that the Town Commission adopt the local amendments prepared and recommended by the Palm Beach County Building Code Advisory Board; and

WHEREAS, the Town Commission has determined that the amendments incorporated herein will promote the health, safety and general welfare of the residents and businesses of the Town of Lake Park.

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

Section 1: Chapter 54. Buildings and Building Regulations of the Code of Ordinances of the Town of Lake Park is hereby amended to update references to the Florida Building Code and to adopt local amendments to Chapter 1 of the Florida Building Code; providing that Chapter 54 shall hereafter read as follows:

Section 54-8 – Chapter One amendments adopted.

CHAPTER ONE-ADMINISTRATION

Section 101. GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the Town.

Exceptions:

1. Detached one- and two-family dwellings and multiple single-family dwellings (Townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the Florida Building Code, Residential.
2. Existing buildings undergoing repair, alterations or additions ~~and~~ or change of occupancy shall comply with Chapter 54 of this Code~~the Florida Building Code, Existing Building~~.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Florida Building Code, Residential. Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters, code officials, and emergency responders during emergency operations.

101.3.1 Quality Control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting and inspection of any building, system, or plan by the Town, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system, or plan, or their adequacy. The Town shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system, or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no Building Department or employee shall be liable in tort for damage from such conditions, in accordance with *Section 768.28(9)(a)* F.S., as may be amended.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

~~**101.4.1 Electrical.** The provisions of Chapter 27 of the Florida Building Code, Building shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.~~

101.4.~~2~~1 Gas. The provisions of the ~~International Fuel Gas Code with the Florida Fuel Gas Code Supplement~~ Florida Building Code, pertaining to Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.~~3~~2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.~~4~~3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.~~5~~4 Property maintenance. ~~Reserved.~~The provisions of Chapter 54-8 and Chapter 16 of the Town Code ~~and Florida Building Code~~ shall apply.

101.4.~~6~~5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.~~7~~6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.~~8~~7 Accessibility. For provisions related to accessibility, refer to Florida Building Code, Accessibility.

101.4.98 Manufactured buildings. For additional administrative and special code requirements, see Section 4258, of the Florida Building Code, under Building, and Rule 61-41, Florida Administrative Code 9B-1 F.A.C.

101.4.9 Electrical. The provisions of Chapter 27 of the Florida Building Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.10 Flood Damage Prevention. The Town of Lake Park floodplain management Ordinance codified in Chapter 60 of the Town Code shall be considered part of the requirements of this Chapter 54 code relative to flood control. Conflicting requirements between the Florida Building Code and Chapter 60 of the Town Code shall be resolved in favor of the requirement that offers the greatest degree of flood damage prevention or alternatives that would provide an equivalent degree of flood damage prevention and an equivalent method of construction.

SECTION 102-APPLICABILITY

102.1 General. Where there is a conflict between a general code requirement and a specific code requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this Chapter 54code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in Chapter 34Chapter 54 of this code and the Florida Building Code, Existing Building. The following buildings, structures and facilities,

except for those located in a Special Flood Hazard Area, are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part V (*Sections 553.501-553.513,* F.S.) relating to accessibility by persons with disabilities., ~~and p~~Permits shall be required for structural support and tie down, electrical supply, and utility connections to such mobile or modular structures, as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in *Section 366.02*, F.S., which are directly involved in the generation, transmission or distribution of electricity.

(g) Temporary sets, assemblies or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and ~~htat~~that does not incorporate any electrical, plumbing, or other nonwood features. ~~**Exception**: Electrical or plumbing work or connection, or other non-wood features shall not be exempted from this code.~~

~~(i) Service provider water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.~~

(~~j~~i) Family mausoleums not exceeding 250 square feet (23m^2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(~~k~~j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k).) A building or structure having less than 1,000 square feet (93 m$_2$) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimensions and condition as existed on, or prior to January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;

2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and

3. Is not connected to an off-site electric power or water supply.

(l) Service or utility providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.

102.2.1 In addition to the requirements of *Section 553.79 and 553.80, F.S.*, facilities subject to the provisions of *Chapter 395*, F.S. (Hospital Licensing and

Regulation), and *Chapter 400,* F.S. Parts II and VIII (Nursing Homes), shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of *Chapter 395,* F.S., and Part II of *Chapter 400,* F.S., and the certification requirements of the federal government.

102.2.2 Residential Buildings or structures ~~**for residential uses moved**~~ moved into or the Town shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and is in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of original construction and are operational and safe for reconnection;
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the applicable Florida Statutes for all buildings or structures of the same residential occupancy class; and
7. ~~The requirements of Florida Building Code, Existing Building are also satisfied.~~

102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own, provided any addition or alteration shall not exceed 1,000 square foot (93m^2) or the square footage of the of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a non-owner within a certain cost limitation set by rule, provided the total cost shall not exceed $5,000 within any 12 month period.

c. Building inspection fees.

2. However, the exemptions under subparagraph 1. do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which

is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1.a., b., and c., shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this Code and all such work is reported as required in Section 105,1.2 of this Code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

102.2.6 This Code does not apply to swings and other playground equipment accessory to a one- or two-family dwelling

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 abd 102.4.2. ~~Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.~~

102.4.1 **Conflicts.** Where a conflicts occurs between provisions of this code and other ~~referenced~~ codes and standards referenced herein, the provisions of this Chapter 54~~code~~ shall apply.

102.4.2 **Provisions in referenced codes and standards.** Where the extent of the provisions to a referenced code or standard includes subject matter that is within the scope of this Chapter 54~~code~~ or the Florida Codes listed in Section 101.4, the provisions of this Chapter 54~~code~~ or the Florida Codes listed in Section 101.4~~, as applicable,~~ shall take precedence over the [provisions in athe referenced code or standard Added in 2014 code.]

102.5 ~~Reserved.~~ Partial invalidity (Reserved FBC) In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of ~~this~~ the Town Code~~code~~ shall be permitted to continue without change, except as is specifically covered in this code, Town property maintenance Chapter 54 and Chapter 16, the Codes referenced in Section 101.4, or the Florida Fire Prevention Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.
3. A relocated building shall comply with the flood hazard area requirements of the new location, if applicable

102.8 Existing mechanical equipment. ~~An agency or local government~~ The Town may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code until the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.~~An The Town may not require that existing mechanical equipment on the surface of a roof be installed in compliance with the requirements of the Florida Building Code until the equipment is required to be removed or replaced.~~

SECTION 103-BUILDING DIVISION~~EPARTMENT~~ ~~Town of Lake Park Community Development Department~~

103.1 Establishment. There is hereby established a ~~department~~ division within the Town's Community Development Department to be called the Building Division~~epartment~~ and the person in charge shall be known as the Building Official. All code officials employed by the division~~department~~ shall be certified in accordance with *Chapter 468*, Part XII, F.S.

103.2 Restrictions on employees. An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he/she is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with their duties or conflict with the interests of the department, except as instructors.

SECTION 104-DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code, and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings, structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The building official shall carry proper identification, as issued by the Town, when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry.

> **104.6.1 Where it is necessary to make an inspection** to enforce any of the provisions of this code, or where the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, or premises, unsafe, dangerous or hazardous, the building official is authorized to enter the building, structure or premises at all reasonable times to inspect or to perform any duty imposed by this code, provided that if such building, structure or premises are occupied, that credentials be presented to the occupant and entry requested. If such building, structure, or premises are unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building, structure, or premises, and request entry. If entry is refused, the building official shall have recourse to every remedies provided by law to secure entry.

104.6.2 When the building official shall have first obtained a proper inspection warrant in accordance with *Chapter 933*, F.S. or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

104.7 Department records. The Town's building department shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per *Chapter 119,* F.S.

104.8 Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the Town in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee or member because of an act performed by that officer or employee or member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the Town until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used, recycled, or reclaimed materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the building department.

104.10.1 (Reserved FBC) Flood hazard areas. The Building Official shall not grant modifications to any provision required in *flood hazard areas* as established by Section 1612.3 unless a determination has been made that:

1. A showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site render the elevation standards of Section 1612 inappropriate.

2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.

4. A determination that the variance is the minimum necessary to afford relief, considering the flood hazard.

5. ~~[~~Through written evidence by the Applicant, the difference between the design flood elevation and the elevation to which the building is to be built; a statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation; and stating that construction below the design flood elevation increases risks to life and property.~~]~~

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. ~~When alternate life safety systems are designed, the SFPE Engineering Guide to Performance-Based Fire Protection Analysis and Design of Buildings, or other methods approved by the building official may be used. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.~~

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

~~**104.11.3 Accessibility.** Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with provisions of the Florida Building Code, Accessibility~~

104.12 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the building official.

SECTION 105-PERMITS

105.1 Required. Any contractor, owner, or agent authorized in accordance with *Chapter 489,* F.S. who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical, plumbing or fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the building official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems, or manufacturing equipment installations/relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility sites as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated. The building official is authorized to revoke such permit ~~or withhold the issuance of the future annual permits,~~ if code violations are found to exist.

105.1.3 Food permit. As per *Section 500.12*, F.S., a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The Town~~local enforcing agency~~ may not issue a building permit to construct, develop, or modify a public swimming pool without having first received an~~proof~~ of application, whether complete or incomplete, for an operating permit pursuant to Section

514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The townlocal enforcing agency shall conduct atheir review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The townlocal enforcing agency may confer with the Department of Health, if necessary.]

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code and requirements of the Town'slocal Floodplain Ordinance. Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having value of less than $1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access, or egress, or any local zoning requirements.
2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work, with –no electrical or plumbing work.
3. Temporary motion picture, television and theater sets and scenery.
4. Swings and other playground equipment accessory to detached one- and two-family dwellings, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.
6. Non fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. Repairs and maintenance: Repair or replacement of *like* common household electrical fixtures, switches, and outlets on the load side of the electrical source. Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of common household plumbing fixtures to existing supply lines and outlets. This does not include water heaters.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official. ~~Prior~~ Notification shall be given to the building official including the work address, nature of emergency and scope of work immediately, or by next business day.

105.2.2 Minor repairs. Ordinary minor repairs or installation of replacement parts may be made with the approval of the building official, without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. **(Reserved FBC)** A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must otherwise comply with the requirements of *Sections 713.135(5) and (6),* F.S. Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the Town on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use the Town's code enforcement offices, fees charged by the Town for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to Town any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under *Chapter 471*, F.S.:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler

system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure. An air- conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is $47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and $125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.

5. Electrical documents. See Florida Statutes, Section 471.003(2)(h) Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered

Engineer. The system, Requires an electrical system with a value of over $125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;

NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes

~~1. Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system:~~

~~A. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value of over $125,000; and~~

~~B.~~

~~1) Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.~~

~~2) Requires a plumbing system with 250 fixture units or more.~~

~~3) Requires Heating, ventilation and air-conditioning system that exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate over 100 persons.~~

~~2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II or Contractor IV, certified under Section 633.521, *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.~~

~~3. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.~~

~~Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and sealed such document as provided in *Section 471.025*, F.S.~~

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned and shall be~~becoming~~ null and void 180 days

after the date of filing, unless the Building Official determines that such application has been pursued in good faith or that the permit was properlyhas been issued ; except that tThe Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested by a written request, which includes the justification for the extensionin writing and justifiable cause demonstrated. and invalid, six months after the date of filing, or for any 180-day period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding three months each. The extension shall be requested in writing prior to the abandonment date and justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth on the Town's fee schedule adopted by resolution of the Town Commission. There may be fees or requirements from other government agencies for permit application extensions and renewals.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the Town's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in *Chapter 440,* F.S., Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in *Sections 440.10 and 440.38,* F.S.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building

where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 180 days of the contract's execution. The contract is subject to verification by the Department of Community Affairs.

105.3.8 Public right of way. A permit shall not be given by the building official for the construction~~, of any building, or for the~~ alteration, or relocation of any building ~~where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on~~impacting any street, alley or public lane, ~~or for the placing on any lot or premises of any building or structure removed from another lot or premises,~~ unless the applicant has received a right-of-way permit from the authority having jurisdiction over the right-of-way ~~street, alley or public lane~~.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the Town. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the Town shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of the Town.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit, or revalidation of the original permit, covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation of the original permit, is not obtained within six months from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 90 days each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance, and extension of a permit shall be set forth on the Town's fee schedule adopted by resolution of the Town Commission. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.5 Expiration. Reserved FBC. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 6 months after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 6 months after the time the work is commenced. The *Building Official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 90 days each. The extension shall be requested in writing and shall include good cause for the justification for the extension~~justifiable cause demonstrated.~~

105.5 105.6 ~~Suspension~~ Denial or Revocation of permits. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the town~~local enforcing agency~~ to be not in compliance with the Florida Building Code, the town~~local enforcing agency~~ shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the town's Building Official~~local building code administrator~~ or inspector finds that the plans are not in compliance with the Florida Building Code, he~~the local building code administrator or inspector~~ shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide ~~this information to the local enforcing agency. The local enforcing agency shall provide~~ this information to the town and permit applicant.

105.6.1 Misrepresentation of application. The ~~building official~~ Building Official may suspend or revoke a permit or approval, issued under the provisions of this Chapter 54~~code~~,

in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The Building Official~~building official~~ may require correction or ~~suspend or~~ revoke ~~a~~the permit upon determination by the Building Official ~~building official~~ that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. ~~As per~~ In accordance with *Section 713.135,* F.S., when any person applies for a building permit, the Town shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The Town shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of *Section 469.003,* F.S., and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to Section 105.3.6 "Asbestos Removal" above, for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates shall be provided as each required protective treatment is completed, supplying one copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for re-inspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required

inspection. This provision is only for the Florida Building Code; all other Agency approvals necessary for construction must be secured prior to this provision being applied.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes. This provision is only for the Florida Building Code, all other Agency approvals necessary for construction must be secured prior to this provision being applied.

105.14 Permit issued on basis of an affidavit. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall inspect such work. The building official may without any examination or inspections accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed. In addition, they shall certify conformity to the permit, and upon completion of the structure, electrical, gas, mechanical or plumbing systems make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under *Chapter 468,* F.S., Part XII and that any person conducting inspections is qualified as a building inspector under *Chapter 468,* F.S. Part XII. Nothing aforesaid shall preclude plan review or inspections by the building official.

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code.*

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single family detached residential structures that is located in the wind borne debris region as defined in this Code and that has an insured value of $750,000 or more, or, if the site built single family detached residential structures is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or

more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Single family residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) The town or Building Official ~~A local enforcing agency, and any local building code administrator, inspector, or other official or entity,~~ may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1 A substantial improvement as defined in Section 161.54, *Florida Statutes* or as defined in the *Florida Building Code.*

2 A change of occupancy as defined in the *Florida Building Code.*

3 A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), Florida Statutes or as defined in the *Florida Building Code.*

4 A historic building as defined in the *Florida Building Code.*

(c) This subsection does not prohibit the town~~a local enforcing agency~~, or the Building Official~~any local building code administrator, inspector, or other official or entity~~, from:

1 Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2 Inspecting ~~a physically nonadjacent portion of~~ any other building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which ~~a~~the permit has been~~is~~ sought in accordance with subsection~~the prohibition in paragraph~~ (a), above.

3 Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to an~~the~~ inspection of that portion of the building, structure, or real property in accordance with subsection~~the prohibition in paragraph~~ (a), above.

4 Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20 through 933.30, *Florida Statutes.*

105.17 Streamlined low-voltage alarm system installation permitting.—

(1) As used in this subsection, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, *Florida Statutes*.

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.

(2) Notwithstanding any provision of this Chapter 54~~Code~~, this subsection shall apply~~applies~~ to low-voltage alarm system projects for which a permit is required by a local enforcement agency.

(3) This subsection does not apply to the installation or replacement of a fire alarm if a plan review is required.

(4) The town~~A local enforcement agency~~ shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, *Florida Statutes*.

(a) The town~~A local enforcement agency~~ may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within ~~the jurisdiction of the local enforcement agency that issued~~ the issuance of the label. A contractor may purchase labels in bulk.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on a~~the~~ project.

(6) A contractor is not required to notify the town~~local enforcement agency~~ before commencing work on a low-voltage alarm system project. However, a contractor shall~~must~~ submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the town~~local enforcement agency~~ within 14 days after completing a~~the~~ project. The town~~A local enforcement agency~~ may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System for a p~~P~~roject.

(7) A project utilizing an~~The~~ Uniform Notice of a Low-Voltage Alarm System ~~Project~~ may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), *Florida Statutes*.

(8) A project with a low-voltage alarm system ~~project~~ may be inspected by the town~~local enforcement agency~~ to ensure compliance with applicable codes and standards. If a project with a low-voltage alarm system ~~project~~ fails an inspection, the contractor shall~~must~~ take such corrective actions as may be necessary to pass inspection.

~~A municipality, county, district, or other entity of local government may not adopt or maintain in effect an ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.~~

(9) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this subsection.

~~The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, *Florida Statutes*.~~

~~These provisions shall not conflict with any current statutory language.~~

SECTION 106-FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m2), such design live loads shall be conspicuously posted by the owner in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by *Chapter 471*, F.S. & 61G-15 F.A.C. or *Chapter 481*, F.S. & 61G-1 F.A.C. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the building official, and may require only one set of submittals.

> **Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

~~If the design professional is an architect, interior designer, landscape architect, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in *Chapter 481*, F.S., Part I, or landscape architecture as provided for in *Chapter 481*, F.S., Part II, or engineering as provided for in *Chapter 471*, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.~~

107.2 Construction documents. Construction documents shall be in accordance with Sections 107.2.1 through 107.2.5.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents shall be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design. (See also Section 107.1~~3.5~~).

107.2.1.1 **For roof assemblies required by the code,** the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.

107.2.1.2 **Additional data.** The Bbuilding Oofficial may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Bbuilding Oofficial to be prepared by an architect or engineer shall be affixed with their official seal, signature and date in accordance withas state law ~~requires~~.

107.2.1.3 **Quality of building plans.** Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish through divisional policy, other standards for plans and specifications, in order to provide conformity to its record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

~~**107.2.1.1 Fire protection system shop drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.~~

~~**107.2.1.2 For roof assemblies required by the code,** the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the~~

~~wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.~~

~~**107.2.1.3 Additional data.** The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.~~

~~**107.2.1.4 Quality of building plans.** Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish through departmental policy, other standards for plans and specifications, in order to provide conformity to its record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.~~

107.2.2 ~~Reserved.~~ Fire protection system shop drawings. Shop drawings for ~~the~~ *fire protection system(s)* shall be submitted to indicate conformance to this Chapter 54~~code~~ and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

107.2.5 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and

construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

107.2.5.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.5.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans muxt be open to inspection by the building official or a duly authorized representative, as required by the Florida Building Code.

107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to *Section 553.77(5),* F.S., and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly (including utility crossover connections) and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to 9B-1.009, F.A.C., shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be noted, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

107.3.4 Design professional in responsible charge. (Reserved FBC)

~~**107.3.4.1 General.**~~ When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by DCS Rule 61G20 ~~Chapter 9N-3 F.A.C.~~ shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1~~2~~ Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official.
Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.

107.3.4.2~~3~~ Certifications by contractors authorized under the provisions of *Section 489.115(4)(b)* F.S., shall be considered equivalent to sealed plans and specifications by a person licensed under *Chapter 471*, F.S., or *Chapter 481* F.S., by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two-family dwellings. The town~~Local enforcement~~ agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause

shown, the townlocal government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471,481 or 489, *Florida Statutes.*
by the Town for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two-family dwellings. The Town may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, the Town's code enforcement officer may accept or reject plans sealed by persons licensed under *Chapters 471,481 or 489,* F.S.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

107.3.5.1 Commercial Buildings:

107.3.5.1.1 Building

1. Site requirements:
   Parking
   Fire access
   Vehicle loading
   Driving/turning radius
   Fire hydrant/water supply/post indicator valve (PIV)
   Set back/separation (assumed property lines)
   Location of specific tanks, water lines and sewer lines
   Flood hazard areas, flood zones, and design flood elevations.
2. Occupancy group and special occupancy requirements shall be determined.
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
   Fire-resistant separations
   Fire-resistant protection for type of construction Protection of openings and penetrations of rated walls
   Fire blocking and draft-stopping and calculated fire resistance
5. Fire suppression systems shall include:
   Early warning smoke evacuation systems
   Schematic fire sprinklers
   Standpipes
   Pre-engineered systems
   Riser diagram
6. Life safety systems shall be determined and shall include the following requirements:
   Occupant load and egress capacities
   Early warning
   Smoke control

Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:
Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stairs construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:
Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope
Structural calculations (if required)
Foundation
Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:
Wood
Steel
Aluminum
Concrete
Plastic
Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)
Roofing
Insulation

10. Accessibility requirements shall include the following:
Site requirements
Accessible route

Vertical accessibility
Toilet and bathing facilities
Drinking fountains
Equipment
Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:
    Interior finishes (flame spread/smoke development)
    Light and ventilation
    Sanitation
12. Special systems:
    Elevators
    Escalators
    Lifts

13. Swimming Pools:
    Barrier Requirements
    Spas
    Wading pools

107.3.5.1.2 Electrical

1. Electrical:
   Wiring
   Services
   Feeders and branch circuits
   Overcurrent protection
   Grounding
   Wiring methods and materials
   GFCIs
2. Equipment.
3. Special occupancies.
4. Emergency systems.
5. Communication systems.
6. Low voltage.
7. Load calculations.
8. Design flood elevation.

107.3.5.1.3 Plumbing

1. Minimum plumbing facilities.
2. Fixture requirements.
3. Water supply piping.
4. Sanitary drainage.
5. Water heaters.

6. Vents.
7. Roof drainage.
8. Back flow prevention.
9. Irrigation.
10. Location of water supply line.
11. Grease traps.
12. Environmental requirements.
13. Plumbing riser.
14. Design flood elevation.

107.3.5.1.4 Mechanical

1. Energy Calculations
2~~1~~. Exhaust systems:
Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3~~2~~. Equipment.
4~~3~~. Equipment location.
5~~4~~. Make-up air.
6~~5~~. Roof-mounted equipment.
7~~6~~. Duct systems.
8~~7~~. Ventilation.
9~~8~~. Combustion air.
10~~9~~. Chimneys, fireplaces and vents.
11~~0~~. Appliances.
12~~1~~. Boilers.
13~~2~~. Refrigeration.
14~~3~~. Bathroom ventilation.
15~~4~~. Laboratory.
16~~5~~. Design flood elevation.

107.3.5.1.5 Gas

1. Gas piping.
2. Venting.
3. Combustion air.
4. Chimneys and vents.
5. Appliances.
6. Type of gas.
7. Fireplaces.
8. LP tank location.
9. Riser diagram/shutoffs.
10. Design flood elevation.

~~107.3.5.1.6 Energy Calculations~~

107.3.5.2 Demolition

1. Asbestos removal.

107.3.5.3 Residential (One and Two-Family)

1. Site requirements.
   Set back/separation (assumed property lines)
   Location of septic tanks
2. Fire-resistant construction (if required) .
3. Smoke detector locations.
4. Egress.
   Egress window size and location stairs construction requirements
5. Structural requirements shall include:
   Wall section from foundation through roof, including assembly and materials connector tables
   Termite protection
   Design Loads
   Wind requirements
   Building envelope
   Structural calculations (if required)
   Foundation
   Wall systems
   Floor systems
   Roof systems
6. Accessibility requirements: show/identify accessible bath.
7. Impact resistant coverings or systems.
8. Required Florida Product Approvals.
9. Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials.
10. Electrical:
    Electric service riser with wire sizes, conduit detail and grounding detail.
    Complete load calculations, Panel schedules
11. Mechanical:
    , Equipment and location, Duct systems
12. Plumbing:
    Plumbing riser
13. Gas:
    Gas piping
    Venting
    Combustion air
    Chimneys and vents
    Appliances
    Type of gas

Fireplaces
LP tank location
Riser diagram/shutoffs
14.Energy Calculations.

107.3.5.4 Swimming Pools

1. Barrier requirements.
2. Spas.
3. Wading pools.

107.3.5.5 Exemptions.

Plans examination by the building official shall not be required for the following work:
1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Minor electrical, plumbing and mechanical repairs.
3. Annual maintenance permits.
4. Prototype plans: except for local site adaption, siding, foundations and/or modifications. Except for structures that require waiver.

~~4. Manufactured buildings or prototype building plans except for local site adaptations and foundations of buildings, which are constructed on site, and modifications or structures that require waiver.~~

~~a. Site requirements~~
~~setback/separation (assumed property lines)~~
~~location of septic tanks (if applicable)~~
~~b. Structural~~
~~wind zone~~
~~anchoring~~
~~blocking~~
~~c. Plumbing~~
~~List potable water source and meter size (if applicable)~~
~~d. Mechanical~~
~~exhaust system~~
~~clothes dryer exhaust~~
~~kitchen equipment exhaust~~
~~e. Electrical~~
~~exterior disconnect location~~

5. Manufactured buildings plan except for foundations and modifications of buildings on site.

107.4 Amended construction documents. Work shall be installed in accordance with the approved~~reviewed~~ construction documents, and any changes made during construction that are not in compliance with the approved ~~reviewed~~ construction documents shall be resubmitted for review as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved~~official~~ construction documents shall be retained by the building official as required by Florida Statutes.

107.6 Affidavits. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under *Chapter 468*, F.S., Part XII and that any person conducting inspections is qualified as a building inspector under *Chapter 468*, F.S. Part XII.

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the *Florida Building Code.*

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 6months. The building official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

108.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70 ~~Chapter 27 of the Florida Building Code, Building~~.

108.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

109.1 ~~Prescribed~~Payment of ~~f~~Fees. A permit application shall not be valid ~~issued~~ until the fees prescribed by the town hasregulating authorities have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. ~~authorized under *Section 553.80*, F.S., have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, and mechanical or gas systems has been paid.~~

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, as set forth on the Town's fee schedule adopted by resolution of the Town Commission.

109.3 Building permit valuations. If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed, quantity estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building official. For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, relative site work, architectural and design fees, marketing costs, overhead and profit; excluding only land value. Valuation references may include the latest published data of national construction cost analysis services (Marshall-Swift, Means, etc.). Final building permit valuation shall be set by the building official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits shall be subject to a penalty fee in addition to the required permit fees, as set in approved fee schedule set forth on the Town's fee schedule adopted by resolution of the Town Commission. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases, there should be immediate notification to the Building Official and the required permit(s) must be applied for within three business (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a penalty fee. The payment of a penalty fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Bbuilding Oofficial may grant extensions of time or adjust penalties when justification cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law

109.6 Refunds. The building official is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the Town. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the Town shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. The Bbuilding Oofficial shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the building official nor the Town shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the building official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Other inspections services. The Bbuilding Oofficial may make, or cause to be made by others, the inspections required by Section 109 of this code. He/she may accept reports of inspectors of recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service. The Bbuilding Oofficial may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction
2. For all major structural alterations
3. Where the concrete design is based on compressive strength (f 'c) in excess of 3000 pounds per square inch
4. For pile driving
5. For buildings with area greater than 20,000 square foot
6. For buildings more than 2 stories in height
7. For buildings and structures of unusual design or methods of construction

Such inspectors shall be adequately present at times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, *Florida Statutes* may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.

At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the building official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs:

1. are found to be insufficient by the building official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a Registered Florida Professional Engineer to inspect and certify the installation and/or construction.

110.1.3.1 Affidavits for inspection may not be utilized for inspection of specific construction requirements contained in 44CFR Sections 59 and 60 and a local Floodplain Management Ordinance for construction located in Special Flood Hazard areas.

110.2 Preliminary inspection. Subject to the limitations of *Chapter 553*, F.S., before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.2.1 Existing building inspections. Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He/she may inspect the buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, before, during and upon completion of the work for which a permit was issued. He/she shall make a record of every such examination and inspection and of all observed violations of the technical codes. Additional regulations in the Florida Building Code, Existing Building may apply.

110.3 Required inspections. The building official upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of

when inspections occur and what elements are inspected at each inspection. A complete survey or special purpose survey may be required before an inspection is approved.

A. Building

1. Foundation inspection. To be made after trenches are excavated and forms erected and required reinforcing steel is in place and, shall at a minimum include the following building components:
   - Stem-wall
   - Monolithic slab-on-grade
   - Pilings and pile caps
   - Footings/grade beams

   1.1. Slab/Floor Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel or framing members installed and all building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

   A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector.

   1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification, required in Section 1612.5, shall be submitted to the building official.

2. Construction Inspections:

   2.1. Lintel/tie beams/columns/masonry units. To be made after masonry units, forms, reinforcing steel, shoring, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed.

   2.2. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:
   - Roof sheathing
   - Wall sheathing
   - Floor sheathing
   - Sheathing fasteners
   - Roof/wall dry-in.
   - Gypsum board, as required
   - Sheathing/cladding inspection

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be corrected prior to installation of the dry-in material.

2.3. Framing inspection. To be made after the roof deck or sheathing, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:

- Window/door framing and installation. Verify rough opening dimensions are within tolerances, buck and attachments
- Lintel/tie beams complete, if applicable.
- Framing/trusses/bracing/connectors (including truss layout drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Fire resistant assemblies, joints and penetrations, as required
- Accessibility.

3. Roofing inspection. Shall at a minimum include the following building components:
   - Dry-in
   - Insulation
   - Roof coverings (including in-progress)
   - Flashing
4. Energy insulation, thermal and ignition barriers.
5. Lath/Drywall. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

   Exception: Gypsum board that is not part of a fire-resistance- rated assembly or a shear assembly, unless otherwise determined by the building official.

6. Final inspection. To be made after the building is completed and ready for occupancy.
   6.1. Lowest floor elevation. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.
7. Swimming pool inspection.
   - First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain, and prior to placing of concrete shell.
   - Underground electric inspection
   - Underground piping inspection including a pressure test
   - Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in placed.
   - Final electric inspection to be made prior to filling the swimming pool with water.
   - Final permanent barrier inspection is to be made prior to filling the swimming pool with water.

- In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.
- Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

8. Demolition inspections.
   - First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations
   - Final inspection to be made after all demolition work is completed
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (See Section 423.27.20).
10. Where impact-resistant coverings or impact resistant systems are installed to meet requirements of this code, the building official shall schedule adequate inspections of impact-resistant coverings or impact resistant systems to determine the following:
    - The system indicated on the plans was installed.
    - The system is installed in accordance with the manufacturer's installation instructions and the product approval.

B. Electrical

1. Underground inspection (including bonding and ground). To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the building is dried-in, framing, fire-blocking and bracing is in place, and prior to the installation of insulation (if applicable), or wall or ceiling membranes.
3. Low Voltage: To be made for security, alarm, elevator, and special uses
4. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

C. Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire-blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to the installation of insulation (if applicable), or wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

D. Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping is installed, and before any backfill is put in place.

   Rough-in inspection. To be made after the building is dried-in, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of insulation (if applicable), or wall or ceiling membranes

2. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

E. Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

F. Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean,
2. ~~All debris shall be kept in such a manner as to prevent it from being spread by any means.~~

110.3.1 Footing and foundation inspection. ~~**Reserved.**~~ Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Reserved.

110.3.3 Lowest Floor Elevation. Reserved.

110.3.34 Frame Inspection. Reserved. ~~**Reinforcing steel and structural frames.** Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request.~~

~~**110.3.4 Termites.** Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the building official has been received. (Also refer to Sections 105.10 and 105.11)~~

~~**110.3.5 Shoring.** For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.~~

110.3.5 Lath and Gypsum Board Inspection. Reserved.

110.3.6 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

110.3.7 Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R- and U-values, fenestration U-valu, duct system R-value, and HVAC and water-heating equipment efficiency.

~~**110.3.7 Threshold building.**~~

~~**110.3.7.1 The Town shall require a special inspector** to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the Town prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.~~

~~**110.3.7.2 The special inspector shall determine** that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the Town. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under *Section 553 .71*, F.S. may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.~~

~~**110.3.7.3 The fee owner of a threshold building** shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the Town. The inspector shall be a person certified, licensed or registered under *Chapter 471*, F.S. as an engineer or under *Chapter 481*, F.S. as an architect.~~

~~**110.3.7.4 The Town shall require** that, on every threshold building:~~

~~**110.3.7.4.1 The special inspector, upon completion of the building** and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the Town in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the Town."~~

~~**110.3.7.4.2 Any proposal to install an alternate structural product or system** to which building codes apply shall be submitted to the Town for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.~~

~~**110.3.7.4.3 All shoring and reshoring procedures**, plans and details shall be submitted to the Town for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.~~

~~**110.3.7.4.4 All plans for the building which are required to be signed and sealed** by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the Town in accordance with this section and *Chapter 633*, F.S.~~

~~**110.3.7.5 The Town may not issue a building permit for construction of any threshold building except to a licensed general contractor**, as defined in *Section 489.105(3)(a)*, F.S., or to a licensed building contractor, as defined in *Section 489.105(3)(b)*, F.S., within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.~~

110.3.7.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, *Section 553.73,* F.S., without duplicative inspection by the building department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under *Chapter 468,* F.S., Part XII or certified as a special inspector under *Chapter 471 or 481,* F.S.. Inspections of threshold buildings required by *Section 553.79(5),* F.S., are in addition to the minimum inspections required by this code.

110.3.8 Reserved.

110.3.9 Other inspections services. The building official may make, or cause to be made by others, the inspections required by Section 109. He/she may accept reports of inspectors of recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service. The building official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction.
2. For all major structural alterations.
3. Where the concrete design is based on compressive strength (f'c) in excess of 3000 pounds per square inch.
4. For pile driving.
5. For buildings with area greater than 20,000 square foot.
6. For buildings more than 2 stories in height.
7. For buildings and structures of unusual design or methods of construction.

Such inspectors shall be adequately present at times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer, or a person licensed under *Chapter 468*, Part XII, F.S. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.

At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.3.9.1 Affidavit for Inspection. With specific prior approval of, and in a format acceptable to the building official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the building official to demonstrate compliance with

~~this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a Registered Florida Professional Engineer to inspect and certify the installation and/or construction.~~

110.3.10 Inspections prior to issuance of Certificate of Occupancy or Completion. The building official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the building official shall give first priority to inspections of the construction, addition, or renovation to, any facilities owned or controlled by a state university, state community college or public school district.

110.3.11 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6 of this code, Section 2304.13 of this code or Section 2304.11.6 of this code, specifically required to be inspected for termites in accordance with Section 2114 of this code, or

required to have chemical soil treatment in accordance with Section 1816 of this code shall not be covered or concealed until the release from the building official has been received. (Also refer to Sections 105.10 and 105.11 of this code)

110.3.12 Impact Resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the B~~b~~uilding O~~o~~fficial shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.

2. The system is installed in accordance with the ~~maufacturer's~~manufacturer's installation instructions and the product approval.

110.3.13 Reinforcing steel and structural frames. Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request

110.4 Inspection agencies. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty

of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building inspector. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida registered~~licensed~~ professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under Florida Statute 553.71(7), may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes,* as an engineer or under Chapter 481, *Florida Statutes,* as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 **The special inspector, upon completion of the building** and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 **Any proposal to install an alternate structural product** or system to which building codes apply shall be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 **All shoring and reshoring procedures,** plans and details shall be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 **All plans for the building** which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire- safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes.*

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes,* or to a licensed building contractor, as defined in Section 489. 105(3)(b), *Florida Statutes,* within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building division may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes,* without duplicative inspection by the Building Division. The Bbuilding Oofficial is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes,* or certified as a special inspector under Chapter 471 or 481, *Florida*

Statutes. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

110.97 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage run-offs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional shall be submitted to the inspector in order to receive approval of the final inspection.

SECTION 111-CERTIFICATES OF OCCUPANCY AND COMPLETION

111.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a Certificate of Occupancy therefore as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the building official.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

111.2 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the building department or other agency whose approval is inherent in the building permitting process, the building official shall issue a Certificate of Occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building department.
7. The name of the building official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building permit.

111.3 Temporary/partial occupancy. A temporary/partial Certificate of Occupancy or Certificate of Completion may be issued for a portion or portions of a building that may safely be occupied prior to final completion of the building. The building official may require, once all life safety issues have been complied with, an applicant to provide adequate cash surety for unfinished work or revision of plans until a permanent Certificate of Occupancy or Certificate of Completion is granted. The purpose of the cash surety is to insure completion of work under this permit. Such cash surety shall be equal to one hundred ten percent (110%) of the estimated value of the remaining work, including labor and material, as determined by the design professional. The design professional shall submit a signed and sealed document attesting to the amount required to cover the cash surety. If work has not been completed and all finals requested within 90 days of issuance of the initial Temporary/Partial Certificate of Occupancy or Certificate of Completion, the jurisdiction retains the right to have the applicant surrender the cash surety. The jurisdiction then may use the surety to finish the remaining work. The surety shall be in the form of cash money, certified check, or cashier's check. Surety shall be returned upon approval of all final inspections and upon written request that has been approved by the building official. This provision is only for the Florida Building Code; all other Agency approvals necessary for construction must be secured prior to this provision being applied.

~~**111.4 Certificate of Completion.** Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.~~

111.~~4~~5 Revocation. The building official is authorized to, in writing, suspend or revoke a Certificate of Occupancy or Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.

111.6 Fixturing and Stocking. The Building Official is authorized to issue approval for fixturing, stocking, training, or decorating, when appropriate, to allow the builder to prepare the structure for permanent occupancy. The building may not open to the general public or be used for the transaction of any commerce. Such approval must be conditioned upon the approval of the Fire Marshal, when applicable.

111.7 Digital Submittal Requirements for New Construction.

111.7.1 Building Footprints. The Building Official is authorized to require the submittal of digital shape (CAD) files, in a specific format, depicting a geo-referenced footprint with elevation for all new structures as a condition of the issuance of a Certificate of Occupancy.

111.7.2 Subdivision Topography. The Building Official is authorized to require the submittal of electronic topographical data for all new subdivisions over 5 acres or 5 lots for the purposes of updating and maintaining the community's flood maps.

SECTION 112- SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official and a Certificate of Occupancy or Completion is issued. The servicing utility company shall not connect the power supply until notified by the building official.

112.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary Certificate of Occupancy.

112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life, or property, or unsafe condition, or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The building official shall notify the serving utility, and whenever possible the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 ~~BUILDING BOARD OF ADJUSTMENT AND~~ APPEALS AND VARIANCES

~~**113.1 Appointment.** There is hereby established a board to be called the Building Board of Adjustment and Appeals, which shall consist of seven members and two alternates. The Town Commission shall appoint the Board.~~

~~**113.2 Membership and Terms**~~

~~**113.2.1 Membership.** The Building Board of Adjustment and Appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include, to the greatest extent possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest, or otherwise in violation of Florida and Palm Beach County ethics codes.~~

~~**113.2.2 Terms.** The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12 month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.~~

~~**113.2.3 Quorum and voting.** A simple majority of the board shall constitute a quorum. In varying any provision of this code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the building official, not less than four affirmative votes, but not less than a majority of the board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.~~

~~**113.2.4 Secretary of board.** The Town clerk or his/her authorized representative shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.~~

~~**113.3 Powers.** The Building Board of Adjustments and Appeals shall have the power, as further defined in 116.4, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes.~~

113.1~~4~~ Appeals

113.4~~1~~.1 Decision of the building official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the building official to the ~~Building Board of Adjustment and Appeals~~ Florida Building Commission pursuant to

Florida State Statute 553.775 whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case, which the building official has rejected or refused.
4. The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

113.~~4.~~2 Variances. The Planning and Zoning Board, as established in the Town Code, ~~Building Board of Adjustments and Appeals~~, when upon written request by an Applicant, ~~has been so appealed to and after a hearing,~~ may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest. Review and recommendation by the Building Official to the Board is required. ~~, and also~~Application must also adhere to the Town Code criteria for Variance applications.~~finds all of the following:~~

~~1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.~~

~~2. That the special conditions and circumstances do not result from the action or inaction of the applicant.~~

~~3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other buildings, structures or service system.~~

~~4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.~~

~~5. That the grant of the variance will be in harmony with the general intent and purpose of this code and will not be detrimental to the public health, safety and general welfare.~~

113.4.2.1 Conditions of the variance. In granting the variance, the ~~b~~Board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the ~~b~~Board may prescribe appropriate conditions and safeguards in conformity with this code. Violation of the conditions of a variance shall be deemed a violation of this code.

~~**113.4.3 Notice of appeal.** Notice of appeal shall be in writing and filed within 30 calendar days after the building official renders the decision. Appeals shall be in a form acceptable to the building official and the Town attorney.~~

~~**113.5 Procedures of the board.**~~

~~**113.5.1 Rules and regulations.** The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.~~

~~**113.5.1.1 Rules of Evidence.** Formal rules of evidence shall not apply, but fundamental due process should be observed and govern the proceedings. Upon determination by the Chairperson, irrelevant, immaterial, or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonable, prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form. The Board may request certain evidence be provided by an architect or engineer registered in the State of Florida, in which case said evidence shall be signed, sealed, and dated.~~

~~**113.5.1.2 Testimony.** Any member of the Board or the attorney representing the Board may inquire of, or question, any witness before the Board. Any member of the Board, the petitioner or his/her attorney, and/or the building official shall be permitted to inquire of any witness before the Board. The Board may consider testimony presented by the building official, the petitioner, or any other witness.~~

~~**113.5.2 Decisions.** The Building Board of Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of this code, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.~~

~~**113.6 Local Construction Regulation Board.** The local government may also utilize this Board to convene as the Local Construction Regulation Board (LCRB), as provided in *Section 489.113,* F.S. The LCRB may deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if the board has found such contractor, through public hearing, to be guilty of fraud or a willful building code violation within the county or municipality that the board represents. The board may also, deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if it has proof through the public hearing process, that a contractor has been found guilty in another county or municipality within the past 12 months, of fraud or a willful building code violation and after providing notice of an opportunity to be heard to the contractor, finds that such fraud or violation would have been fraud or a violation if committed in the county or municipality that the local construction board represents. Notification of and information concerning such permit denial shall be submitted to the department within 15 days after the local construction regulation board decides to deny the permit.~~

SECTION 114-VIOLATIONS

Any person, firm, corporation or agent who shall fail to comply with a provision of this code, or, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, without full compliance with applicable codes, laws, ordinances, rules and regulations, shall be guilty of a violation. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of applicable codes, laws, ordinances, rules and regulations is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws. Nothing in this section shall prevent the Town from imposing fines, liens, or seek injunction relief, or exercising other enforcement powers as permitted by law. Code enforcement and penalties of *Chapter 162* F.S. Part I shall be authorized if building work begins without payment of all required fees, and for the purposes of enforcing this code, code officials licensed under *Chapter 468,* F.S., Part XII are deemed "Code Inspectors", as defined in *Section 162.04,* F.S.

SECTION 115-STOP WORK ORDER

115.1 Stop work orders. Upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116-UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the building official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with the this Code. The extent of repairs shall be determined by the building official.

116.1.1 When the building official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system a written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof. At the option of the Town, the processes and procedures for code enforcement under *Chapter 162* F.S. may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the building official shall act in the role of code inspector to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the building official. The building official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the building official, or for any person to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the building official, acting as a code inspector, shall notify an enforcement board or special magistrate and request a hearing. In the case of the violation posing a serious threat, and after having ascertained the cost, the building official may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such action does not create a continuing obligation on the part of the building official or the Town to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the building official shall be final in cases of emergency, which, in the opinion of the building official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Enforcement proceedings; hearings. Violation proceedings and hearings for unsafe structures and equipment will be conducted before the code enforcement board or special magistrate in accordance with the provisions set forth in *Chapter 162*, F.S.. The owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court is required to make disclosures as outlined in *Chapter 162*, F.S. before a transfer of property, and failure to make the required disclosures creates a presumption of fraud.

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116.3 Administrative fines; costs to repair; liens. All costs associated with taking a case before the enforcement board or special magistrate shall be recovered where the Town prevails. Whenever one of the orders of the enforcement board or the special magistrate has not been complied with by the time set for compliance, for each day thereafter during which each violation continues past the date set for compliance, the enforcement board or the special magistrate may impose a fine. All costs incurred as a result of actions taken per Section 116.1.3 are charged to the violator. A certified copy of an order imposing a fine, or a fine plus repair, and the costs of prosecuting the case, may be recorded in the public records and shall thereafter constitute a lien against the land where the violation exists and upon any other real or personal property owned by the violator.

116.4 Appeal. An aggrieved party, including the Town, may appeal a final administrative order of an enforcement board or special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

SECTION 117- VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

~~**TESTS**~~

~~**The building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or agent, by an approved testing laboratory or other approved agency.**~~

SECTION 118-RESERVED

SECTION 119-SEVERABILITY

If any section, subsection, sentence, clause or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

Sec. 54-8.1 Establishment of wind speed lines

~~[This section is repealed in its entirety and replaced with the following text]~~

As required by paragraph 1609.3 of the Florida Building Code, wind speed lines in the area of jurisdiction of the Town are hereby established as set forth on the basic wind speed map, which is hereby adopted and incorporated as if fully set forth in this section, of which copies have been and are now filed in the office of the building official of the Town. Pursuant to Figures 1609A, B and C of the Florida Building Code, design wind speeds are as follows:

Category I buildings– 160 mph
Category II buildings- 170 mph
Category III and IV buildings - 180 mph

Sec. 54-8.2 National Electrical Code adopted.

The most current edition of the National Electrical Code, of which copies have been and are now filed in the office of the building official of the Town, is hereby adopted and incorporated as if set forth at length in this section.

Secs. 54-9 – 54-30. Reserved.

Section 2. 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 3. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and 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. Effective Date. This Ordinance shall take effect immediately upon adoption.

Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015 **Agenda Item No.** Tab 7

Agenda Title: Request Commission Approval to Commence Negotiations with Calvin, Giordano & Associates, Inc. for a Continuing Professional Consultant Services Contract in Response to RFQ No.103-2015

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 7-1-15

John D'Agostino / Town Manager
Name/Title

Originating Department: Administration	**Costs: $ To be determined** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Advertisement** **RFQ 103-2015** **Letter requesting presentations by shortlisted firms** **Response submitted by:** **Calvin Giordano & Associates** **Chen-Moore Associates** **McLeod-McCarthy & Associates** Presentation Minutes
Advertised: **Date: April 26, 2015** **Paper: Palm Beach Post** [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone** ____ or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

On February 2, 2011 the Town Commission approved an agreement with Simmons & White for engineering consultant services. The term of the agreement was for three years and included an option for the Town, at its sole discretion, to extend the term of the contract for two additional one year terms.

Prior to the current administration, the Town opted to advertise for Professional Consulting Services this year. RFQ No. 103-2015 listed specific professional services that the Town would require on a continuing basis as well as on an as-needed basis. Pursuant to the Consultants Competitive Negotiation Act (CCNA), professional firms submitted their qualifications to perform specific tasks for Town staff review.

Members of the Town staff consisting of David Hunt, Public Works Director, Nadia DiTommaso, Community Development Director, Scott Schultz, Planner, and Richard Pittman, Project Manager, formed the Short-List Committee in order to prepare a list of the three most qualified firms. Each of these firms then prepared an in-depth presentation highlighting their abilities to perform specific tasks required by the Town. The Short-List committee along with Lourdes Cariseo the Chief Accountant from the Finance Department, formed the Evaluation Committee and performed the final ranking of firms following the three short-listed firms' presentations on Tuesday, June 30, 2015.

The three short-listed firms and their ranking are as follows:
Calvin, Giordano & Associates, Inc. .....10 points
Chen-Moore & Associates .....8 points
McLeod-McCarthy & Associates..... 7 points

CCNA requires that professional consulting services selection be based on qualifications. Calvin, Giordano & Associates, Inc. (CGA) is the highest ranked firm and therefore contract negotiations should proceed with CGA. In the event contract negotiations with CGA are not successful, negotiations would proceed with the next highest ranked firm, Chen-Moore & Associates.

Calvin, Giordano & Associates, Inc. has been in business since prior to 1985. CGA performed professional consulting services for the Town of Lake Park on a continuing basis from 2002 thru 2010.

Recommended Motion: I move to authorize the Town Manager to commence contract negotiations with Calvin, Giordano & Associates, Inc. for continuing professional consultant services.

TOWN OF LAKE PARK
REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONSULTANT SERVICES
RFQ No. 103-2015

NOTICE IS HEREBY GIVEN that pursuant to Section 287.055 Florida Statutes, Consultant Competitive Negotiation Act, the Town of Lake Park, Florida is soliciting applications from qualified consulting firms to perform PROFESSIONAL CONSULTANT SERVICES:

A.) The Town desires to retain a qualified firm under a continuing contract to provide support services in the functions of commercial/industrial site plan review and site inspections which includes drainage, traffic, storm water equivalent residential unit (ERU) calculations/verification, Town/Contractor correspondence, National Pollution Discharge Elimination System (NPDES) and Storm Water Utility support services and miscellaneous engineering related work as identified in the Request for Statement of Qualification (RFQ) package.

B.) The Town also desires to pre-qualify a pool of professional consultant firms for services on an "as-needed basis" as generally identified in the RFQ package.

RESPONSE PROCEDURE: In order to be considered, qualified firms must submit a statement of qualifications in hard copy and on compact disk to the Town Clerk by **11:00 A.M. local time, May 27, 2015.** The Town Clerk's Office is located on the second floor of Town Hall at 535 Park Avenue, Lake Park, Florida 33403. Responses received after that time will be returned unopened.

Statement of qualifications must be submitted to the Town Clerk pursuant to the above directions and shall not exceed six pages in length and must at a minimum, include the following information:

a. Response to RFQ Number 103-2015 (A. Continuing Services) (B. "As-Needed Basis")
b. Firms name and address of the responsible office.
c. Contact person, phone number and Internet Email Address.
d. A statement setting forth the qualifications of the firm.
e. Identification of any sub-consultant relationships that may be considered to fulfill the disciplines identified in the RFQ package.
f. Identification of the firm's key personnel and their proposed roles and expertise (do not include resumes).

For continuing services the Town intends to develop a shortlist of three (or more) qualified consulting firms who then will be invited to submit a detailed presentation of qualifications. The detailed presentation of qualifications shall include but not be limited to the specific requirements as outlined in this RFQ.

Firms responding to "as-needed" professional consulting services will be asked to complete an application for pre-qualification as a professional consultant.

The RFQ document may be obtained by visiting or calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.-5:00 p.m. Eastern Time, Monday-Friday.

The selection and contract negotiations will be in accordance with the State of Florida Consultants Competitive Negotiations Act (CCNA), FS 287.055.

Respond To:
Vivian Mendez, CMC, Town Clerk,
Town of Lake Park, 535 Park Avenue,
Lake Park, Fl. 33403, tel. (561) 881-3311.

The Town of Lake Park reserves the right to accept or reject any or all statements of qualification (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the statements of qualification which in its judgement best serve the Town.

Bambi McKibbon-Turner
Interim Town Manager
Town of Lake Park, Florida
PUB: The Palm Beach Post
4-26, 2015 #411517

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

CALVIN, GIORDANO & ASSOCIATES, INC.

Filing Information

Document Number	M17373
FEI/EIN Number	650013869
Date Filed	06/27/1985
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/21/2001
Event Effective Date	NONE

Principal Address

1800 ELLER DR
STE 600
FORT LAUDERDALE, FL 33316

Changed: 04/02/2001

Mailing Address

1800 ELLER DR
STE 600
FORT LAUDERDALE, FL 33316

Changed: 03/02/2000

Registered Agent Name & Address

GIORDANO, DENNIS J
1800 ELLER DR
STE 600
FORT LAUDERDALE, FL 33316

Name Changed: 04/02/2001

Address Changed: 03/02/2000

Officer/Director Detail

Name & Address

Title PCEOD

TOWN OF LAKE PARK

535 Park Ave.
Lake Park, FL. 33403

REQUEST FOR QUALIFICATIONS
RFQ No. 103-2015

PROFESSIONAL CONSULTANT SERVICES

Prepared by:

TOWN OF LAKE PARK
Richard Pittman, Project Manager
650 Old Dixie Highway
Lake Park, Fl. 33403
Tel. 561-881-3347
Fax 561-881-3349
Email: rpittman@lakeparkflorida.gov

Town of Lake Park RFQ No. 103-2015

Date of Advertisement: April 26, 2015

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TOWN OF LAKE PARK
REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONSULTANT SERVICES
RFQ No. 103-2015

NOTICE IS HEREBY GIVEN that pursuant to Section 287.055 Florida Statutes, Consultant Competitive Negotiation Act, the Town of Lake Park, Florida is soliciting applications from qualified consulting firms to perform PROFESSIONAL CONSULTANT SERVICES:

A.) The Town desires to retain a qualified firm under a continuing contract to provide support services in the functions of commercial/industrial site plan review and site inspections which includes drainage, traffic, storm water equivalent residential unit (ERU) calculations/verification, Town/Contractor correspondence, National Pollution Discharge Elimination System (NPDES) and Storm Water Utility support services and miscellaneous engineering related work as identified in the Request for Statement of Qualification (RFQ) package.

B.) The Town also desires to pre-qualify a pool of professional consultant firms for services on an "as-needed basis" as generally identified in the RFQ package.

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b. Firms name and address of the responsible office.
c. Contact person, phone number and Internet Email Address.
d. A statement setting forth the qualifications of the firm.
e. Identification of any sub-consultant relationships that may be considered to fulfill the disciplines identified in the RFQ package.
f. Identification of the firm's key personnel and their proposed roles and expertise (do not include resumes).

For continuing services the Town intends to develop a shortlist of three (or more) qualified consulting firms who then will be invited to submit a detailed presentation of qualifications. The detailed presentation of qualifications shall include but not be limited to the specific requirements as outlined in this RFQ.

Firms responding to "as-needed" professional consulting services will be asked to complete an application for pre-qualification as a professional consultant.

The selection and contract negotiations will be in accordance with the State of Florida Consultants Competitive Negotiations Act (CCNA), F.S. 287.055.

Respond To:
Vivian Mendez, CMC, Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park, Fl. 33403, tel. (561) 881-3311.

The Town of Lake Park reserves the right to accept or reject any or all statements of qualification (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the statements of qualification which in its judgement best serve the Town.

_____
Vivian Mendez, CMC
Town Clerk
Town of Lake Park, FLORIDA
Published on: April 26, 2015, Palm Beach Post

TOWN OF LAKE PARK
REQUEST FOR QUALIFICATIONS
RFQ No. 103-2015

ARTICLE I. INTRODUCTION AND GENERAL DESCRIPTION OF REQUIRED SERVICES

Pursuant to Section 287.055 Florida Statutes, known as the "Consultants' Competitive Negotiation Act" the Town of Lake Park is soliciting statements of qualifications from PROFESSIONAL CONSULTANT FIRMS for continuing and "as-needed" professional services. The selected firm (or firms) will provide support services to various Town departments including but not limited to the following: Community Development/Code Enforcement/Building Permits, Public Works, Finance and Town Manager.

A.) CONTINUING SERVICES:

Various Town Departments

Review commercial/industrial site plan applications for civil/traffic engineering, landscaping, parking, dumpster access, drainage & NPDES requirements for consistency with Town and applicable local and State codes

Review construction plans submitted for permit in coordination with the Building Official's duties on an as-needed basis

Review landscaping plans for code compliance incl. landscape site plan review of development plans submitted for building permit

Provide services related to FEMA flood requirements as needed

Availability during daytime business hours to meet with Town and project applicants, and coordinate correspondence between parties

Attend project pre-construction meetings as needed

Support services associated with the Planning and Zoning Board

Provide site visits/inspections for projects to monitor compliance with permit requirements, NPDES compliance and coordination with the Town, possible threshold inspection

Review Plats or re-Plats submitted

Attend County and State agency meetings and forums as required by the Town Manager or Town Commission.

Public Works

Review Town storm water drainage and compliance activities as they pertain to NPDES permit

Site plan review for commercial sanitation site access

Prepare annual NPDES report submittal

Assist with NPDES audit as needed

Review and maintenance of Storm Water Utility ERU's

Review Storm Water Master Plan, prepare storm water project cost estimates for consideration of rate increases to upgrade infrastructure and NPDES requirements

Assist with Storm Water Utility related procedures and rate evaluation

Attend County and State agency meetings and forums as required by the Town Manager or Town Commission.

B.) **"AS-NEEDED" PROFESSIONAL SERVICES**

ENGINEERS:

Civil Engineer
Mechanical Engineer
Marine Engineer
Electrical Engineer
Structural Engineer
Environmental Engineer
Geotechnical Engineer

To provide the following capital project services; design, permits, bid documents and construction cost estimates

ARCHITECT:

To provide capital project design, permits, construction cost estimates, and bid and construction phase services

LANDSCAPE ARCHITECT:

Capital project design, permits, cost estimates, and bid and construction phase services

SURVEY:

Property/topographic surveys

MAPPING:

Provide GIS Services as needed
Provide maintenance and updating of the land use and zoning maps as required by local and state agencies

ARTICLE II. REQUIRED PROFESSIONAL DISCIPLINES

Consultants submitting qualifications shall include in their Statement of Qualifications sufficient information to clearly describe their ability to provide the services required in Article I. The respondent shall include in the Statement of Qualifications the disciplines and capabilities available from the respondent's "in-house" staff and the disciplines and capabilities available from sub-consultants.

The respondent shall clearly identify the names and qualifications of the "core" team fulfilling the requirements of the proposed services. The "core" team shall include a team leader who will also serve as the primary contact for the services as requested by the user department.

The Town's selection of the successful respondent will be based, in part, on the qualifications and capabilities of their defined sub-consultants, which act as a substantial inducement and material consideration in the selection. The local presence of the consultant and sub-consultants is a major consideration. Unilateral changes of sub-consultants anytime during the process, and after the award, will not be authorized unless specifically approved in writing by the Town.

ARTICLE III. EVALUATION CRITERIA FOR SHORT LISTING

The evaluation criteria are as follows: (Any Statement of Qualifications submitted shall follow the following outline in the order shown and shall be tabbed to delineate the categories and the components of the categories.)

Max. Points	Category
30	***Qualification and Experience of Proposer's Firm and Sub-Consultants.*** • Qualifications and experience of firm, including sub-consultants, with the types of services described in Article I. • Availability of qualified personnel. • Past performance records in support of local governments or other government agencies.
30	***Qualifications and Experience of Consultant's "Core Team"*** • Qualification and experience of the firm's "core team" staff and team leader. • Demonstrated environment for good "core team" communication. • Quality control procedures.
30	***Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and Sub-consultants:*** • Physical location of the consultant firm and sub-consultants, i.e. office in Palm Beach County and having employees who are involved in the administration of the contract who reside in northern Palm Beach County • Proximity of key personnel • Availability of key personnel • Approach to maintaining good communication.
10	***Knowledge/understanding of the Town*** • Understanding of the Town's governmental process. • Understanding of Town's engineering/technical capability.

ARTICLE IV. CONTRACT FORM

Attached is a "sample" contract between the Firm and the Town. The selected Firm will be expected to execute a contract which is substantially the same as the attached sample.

ARTICLE V. SUBMISSION OF STATEMENT OF QUALIFICATIONS

STATEMENTS OF QUALIFICATIONS SHALL BE FORMATTED IN THE CATEGORY ORDER OF ARTICLE III, EVALUATION CRITERIA, AND SPECIFICALLY ADDRESSING ALL ELEMENTS OF EACH SECTION. PROPOSALS SHALL BE TABBED AT EACH OF THE FOUR (4) EVALUATION CATEGORIES.

ARTICLE VI. QUALIFICATIONS EVALUATION METHOD

The Town Manager will appoint a committee comprised of Town of Lake Park staff for the purpose of evaluating all statements of qualifications submitted in response to the RFQ. The evaluation committee shall have no less than three voting members and shall consist of the following:

1) The originating department director who may appoint up to four other members of the same and/or different departments, and
2) The finance director who shall chair the evaluation committee as a non-voting member.

The evaluation committee will present at least three short listed firms to the Town Manager. The firms short-listed will be notified by the Town Clerk. The short-listed firms will be allowed approximately one week from the date of notification to prepare and submit a comprehensive presentation of qualifications and to provide seven (7) hard copies (and one CD) elaborating on the firm's qualifications to provide services as described in Article I-A and criteria as described in Article III. Each short-listed firm shall then be required to make a presentation at a public meeting to the selection committee comprised of the evaluation committee, the Finance Director and the Town Manager.

ARTICLE VII. FINAL SELECTION METHOD

The selection committee will rank in order of preference the short-listed firms and submit the ranking to the Town Manager. The Town Manager will include on a regularly scheduled Town Commission meeting agenda, the submittals of each short listed firm. In accordance with Section 287.055 (5), Florida Statutes, the Town Commission will direct the Town Manager to commence contract negotiations with the highest ranking respondent. The contract negotiations will consider compensation rates which the Town Manager and the selection committee determine to be fair, competitive, and reasonable. In making such determination, the Town Manager and selection committee shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. Should the Town Manager be unable to negotiate a satisfactory contract with the highest ranking respondent, then the negotiation will be terminated and negotiations with the next most qualified respondent may commence. Should the Town Manager be unable to negotiate a satisfactory contract with any of the short listed firms, then pursuant to Section 287.055 (5) (c), Florida Statutes, the Town Commission may direct the Town Manager to select additional firms from the original pool of responding firms and rank them in order of their competence and qualifications and direct the Town Manager to continue negotiations until an agreement is reached.

ARTICLE VIII. CONE OF SILENCE

The Town complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, **Cone of Silence,** prohibits oral communication between: 1) any person or their representative seeking an award from a competitive solicitation; and 2) any member of the governing body or any government employee authorized to act on behalf of the governing body, regarding a particular Request for Proposal, Request for Qualification, bid or any other competitive solicitation. The "Cone of Silence" is in effect from the time/date of the deadline for submission of the proposal, until the time the selection process ends through award, rejection of

all proposals, or other action that ends the solicitation process. All communications regarding this competitive solicitation shall be addressed in written form to the Town Clerk. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

ARTICLE IX. TERM OF CONTRACT

The term of the continuing services contract is proposed for three (3) years from the effective date. The Town may, at its sole discretion, extend the term of the contract for two additional one (1) year terms.

Simmons & White Consulting Engineers is currently providing continuing services for specified projects. Their services will be retained until the completion of the specified projects currently under construction, not to extend beyond March 31, 2016 and NPDES related work, not to extend beyond September 1, 2015.

SAMPLE

CONTRACT BETWEEN THE TOWN OF LAKE PARK
AND

.....

THIS CONTRACT, made this ____day of _____, 2015, by and between the Town of Lake Park, a public corporation of the State of Florida, hereinafter designated as the "the Town" and ....., a State of Florida Corporation, FEID Number....., hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other person, pursuant to Florida Statutes; and

WHEREAS, the TOWN has publicly announced its desire to procure professional services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and;

WHEREAS, the CONSULTANT has responded to the TOWN'S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Commission has determined that the CONSULTANT can provide professional services to the TOWN in the most cost effective and efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget which are available for the funding of GENERAL ENGINEERING CONSULTANT SERVICES under this CONTRACT; and

WHEREAS, on _____, 2015, the Town enacted Resolution No. _____, approving an Agreement with the CONSULTANT for General Engineering Consulting Services.

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the flowing from each to the other do hereby agree as follows:

SECTION 1. STATEMENT OF WORK, SERVICES AND PERFORMANCE:

1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services outlined in RFQ No. 103-2015. The TOWN reserves the right to seek the services of other consultants in work associated with RFQ No. 103-2015 or the recommendations

resulting from work performed under RFQ No. 103-2015. This CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work.

1.2 In the performance of professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised by other similar professional in the field under similar conditions in similar localities. The CONSULTANT will use due care in performing its services and will have due regard for acceptable planning and engineering standards and principles. CONSULTANT'S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

1.3 Where on-going projects are contemplated, before performing any services, the TOWN and CONSULTANT will negotiate necessary scope of work and consultant fees and enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplement Agreement.

1.4 Where on-going projects are assigned, the CONSULTANT agrees to provide project schedule progress reports in a format acceptable to the Town and at intervals established by the Town. The Town will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination will be maintained by the CONSULTANT with representatives of the Town, or of other agencies interested in the project on behalf of the Town. Either party to the Agreement may request and be granted a conference.

1.5 All services will be performed by the CONSULTANT to the satisfaction of the Town Manager who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and/or contract time because of any on-going or supplemental work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered in the parties in accordance herewith.

1.6 In the event that the CONSULTANT and the Town are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the Town, the CONSULTANT will have the right to file a claim with the Town for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the supplemental work.

1.7 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of the Town upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Town at any time during the performance of such services

and/or upon completion or termination if the Agreement. Upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT will not copyright any material and products or patent any invention developed under this agreement. The Town will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.

1.8 The CONSULTANT agrees that the sub-consultants identified in the "Project Organization Chart," attached hereto as **Exhibit "A,"** and made part of this CONTRACT, shall provide services under this CONTRACT.

The services of each sub-consultant are a substantial inducement and material consideration for the CONTRACT. In the event any such sub-consultant can no longer provide the services required by the CONTRACT, the CONSULTANT shall immediately notify the TOWN in writing and the TOWN may elect to terminate this CONTRACT without any liability to the CONSULTANT for unfinished work product. The CONSULTANT may propose a replacement for the sub-consultant, subject to the approval of the TOWN. The TOWN, in its judgment, may elect to compensate the CONSULTANT for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

SECTION 2. FEES FOR SERVICES

2.1 CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT.

2.2 CONSULTANT shall assign all work for which there is a cost recovery account that account, at he hourly rates set forth in **Exhibit "B."** Any amounts assigned to cost recovery accounts will be credited against the recovery fee amounts.

2.3 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

2.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud of reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by the Town.

2.5 All hourly fees will be negotiated on each anniversary date of this Agreement but will not exceed an increase of three percent (3%).

2.6 CONSULTANT shall be entitled to reimbursement for actual out-of-pocket expenses for copying, telephone, faxes, courier services and other approved reimbursables, with no multiplier.

SECTION 3. TERM/TERMINATION

3.1 The TERM OF AGREEMENT shall commence on the date that is fully executed by all parties and shall continue in full force and effect unless and until it terminated as provided below.

3.2 TERMINATION-Without Cause- This Agreement may be terminated by TOWN for any reason or no reason upon Sixty (60) calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

3.3 TERMINATION-With Cause- This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminate by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to the termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provision of Section 3.2 shall apply.

3.4 TERMINATION-Transfer of Ownership- This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

3.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultant in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 4. DEFAULT

4.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;

b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff

personnel;

c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;

d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

4.2 In the event CONSULTANT fails to comply with the provision of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen (15) calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 4.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time pursuant to Section 3 above, and its right for damages under Section 4.3.

4.3 In the Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

4.4 The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other right and remedies available to the TOWN in law or in equity.

SECTION 5. STATUS REPORTS AND UPDATES

5.1 On or before the first day of every month, CONSULTANT shall prepare and deliver to the TOWN MANAGER status reports showing the status of all pending work authorizations and projects.

SECTION 6. HOURS OF OPERATION

6.1 CONSULTANT shall maintain fully staffed business hours equal to, but not less than the Town's business hours of 8:30 AM to 5:00 PM, Monday through Friday, with the exception of official holidays as designated in the Code of the Town of Lake Park.

SECTION 7. POLICY OF NON-DISCRIMINATION

7.1 CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage

in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

SECTION 8 DRUG FREE WORKPLACE

8.1 CONSULTANT shall maintain a Drug Free Workplace.

SECTION 9. INDEPENDENT CONTRACTOR

9.1 CONSULTANT is an independent contractor under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

SECTION 10. ASSIGNMENT

10.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 11. CONFLICTS OF INTEREST

11.1 CONSULTANT shall not perform any services for any private sector clients (including but not limited to, developers, corporations, real estate investor, etc.) on projects within the jurisdictional boundaries of the TOWN.

11.2 CONSULTANT shall not perform any services for any municipality that is contiguous to the TOWN, unless approved by the Town Manager.

11.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate consultant for those services.

11.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

SECTION 12. INDEMNIFICATION

12.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages,

costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

12.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 13, Insurance.

12.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 13. INSURANCE

13.1 The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONSULTANT for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and all subcontractors. EMPLOYERS LIABILITY LIMITS shall not be less than One Million ($1,000,000.00) Dollars each accident; One Million ($1,000,000.00) Dollars disease-policy limit; and, One Million ($1,000,000.00) Dollars disease-each employee.

b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million ($1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million ($2,000,000.00) Dollars aggregate.

c. PROFESSIONAL LIABILITY INSURANCE in the minimum amount of $1,000,000 per occurrence

d. BUSINESS AUTO LIABILITY with minimum limits of one million ($1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property

Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

13.2 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.

13.3 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

13.4 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

13.5 Violation of the terms of this Section 13 and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

SECTION 14. REPRESENTATIVE OF TOWN AND CONSULTANT

14.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates _____ as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

14.2 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice. Such requests from Town Manager shall not be made unreasonably or arbitrarily.

SECTION 15. COSTS AND ATTORNEY'S FEES

15.1 If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including by not limited to, costs and reasonable attorney's fees.

SECTION 16. NOTICES

16.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

FOR CONSULTANT: _____

_____

_____

_____

FOR TOWN: John O. D'Agostino, Town Manager
Town of Lake Park
535 Park Avenue, Lake Park, Fl. 33403
Tel. (561) 881-3304 Fax. (561) 881-3314

With Copy to: Thomas J. Baird, Esquire
Town Attorney
4741 Military Trail, Suite 200
Jupiter, Fl. 33458
Tel. (561) 650-8233

SECTION 17. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE

17.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

17.2 Rights in Data. Drawings, specification, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by

CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

17.3 Copyrights. No data developed and or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. Consultant shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

17.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 18. SUBCONSULTANTS

18.1 Subconsultants, if needed, will be subject to the prior written approval of the Town Manager.

SECTION 19. COMPLIANCE WITH LAWS

19.1 CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 20. TRUTH-IN NEGOTIATIONS CERTIFICATE

20.1 Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 21. OWNERSHIP OF DOCUMENTS

21.1 CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his/her sole discretion.

SECTION 22. AUDIT AND INSPECTION RIGHTS

22.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all

such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

22.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 23. WARRANTIES OF CONSULTANT

23.1 The CONSULTANT herby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 24. PUBLIC RECORDS

24.1 CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN. Should the Town be subject to litigation as a result of the CONSULTANTS's refusal to timely provide public records or to provide them at all, the CONSULTANT agrees to hold harmless and indemnify the Town from any damages, including attorney fees and costs associated with the litigation.

SECTION 25. NO CONTINGENT FEES

25.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement, For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 26. GOVERNING LAW; CONSENT TO JURISDICTION

26.1 This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida.

SECTION 27. HEADINGS

27.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 28. SEVERABILITY

28.1 If any provision of this Agreement or the application thereof to any person or situation shall, to any extent by held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. CONFLICT

29.1 In the event of a conflict between the terms of this Agreement and any terms or conditions in any attached documents, the terms in this Agreement shall prevail.

SECTION 30. BINDING AUTHORITY

30.1 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she in signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 31. SURVIVAL OF PROVISIONS

31.1 Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforced by either party.

SECTION 32. ENTIRE AGREEMENT

32.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

32.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 33. WAIVER

33.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

ATTACH AS **"Exhibit A"** ---Consultant Organizational Chart

ATTACH AS **"Exhibit B"** ---Basis for Compensation Rates and Schedules

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND _____ FOR GENERAL ENGINEERING CONSULTING SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____day of _____, 2015: and _____ authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

ATTEST:

By: _____
, Mayor

_____
, Town Clerk

Approved as form and legality

(TOWN SEAL)

By: _____
Thomas J. Baird, Town Attorney
_____day of _____, 2015

(CONSULTANT)

_____

By: _____

Print Name: _____

_____day of _____, 2015

Witness:_____
Print Name: _____

Public Works
Department

June 10, 2015

Shortlist Engineering Firms:

Calvin, Giordano & Associates
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409

Chen-Moore & Associates
500 Australian Avenue South, Suite 530
West Palm Beach, Florida 33401

McLeod-McCarthy & Associates, P.A.
1655 Palm Beach Lakes Boulevard, Suite 712
West Palm Beach, Florida 33401

Dear Applicants,

Subject: Town of Lake Park Professional Consulting Services; RFQ No. 103-2015
Packet Submittal Deadline for Public Presentation

On behalf of the Town I want to thank you for your interest in the continuing Professional Consulting Services RFQ process. Your firm has been shortlisted for further evaluation during a public meeting to be held June 30, 2015 at 1:30 p.m. in the Town Hall Commission Chambers, 535 Park Avenue.

With reference to the RFQ 103-2015, ARTICLE VI. QUALIFICATIONS EVALUATION METHOD, the short-listed firms will be allowed approximately one week from the date of notification to prepare and submit a comprehensive presentation of qualifications and to provide seven (7) hard copies (and one CD) elaborating on the firm's qualifications to provide services as described in Article I-A and criteria as described in Article III.

The Presentation of Qualifications packet must be submitted to the Town Clerk's office by <u>June 19, 2015, no later than 3:00 p.m.</u>

Your presentations should not exceed 20 minutes and be prepared to answer questions from the six members of the Evaluation Committee at the public meeting to be held on June 30th. The presenters will proceed in alphabetical order and we request that the last two firms remain outside the Commission Chambers until after they have made their presentations. The following is the presentation schedule:

Calvin-Giordano & Assoc.	1:30 pm	Chen-Moore & Assoc.	2:15 pm
McCleod-McCarthy & Assoc.	3:00 pm		

The final rankings will be submitted by the Evaluation Committee and read into the record immediately after the three presentations.

The Evaluation Committee has requested that your submittals expand upon the evaluation criteria and your firm's experience specific to the needs of the Town's Community

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

www.lakeparkflorida.gov

Development and Public Works Departments. We are interested in hearing about your abilities to handle some of the following issues that the Town must address on a regular basis:

- Provide your firm's understanding of the site plan review process as it specifically relates to the fields of civil engineering, traffic engineering, National Pollution Discharge Elimination System (NPDES) site plan requirements, surveying, and landscape architecture (substantial review) and electrical engineering (for secondary review purposes).
- Availability/Workload: Does your firm currently have long term projects that could take precedence over Town projects? Would your current staffing levels allow your firm to provide a rapid turnaround time for site plan reviews, including all trade reviews not done in-house?
- Describe the delivery methods your firm uses or could use for pick-up/drop-off of packets and comments to Town staff when time is of the essence.
- Describe your firm's approach in maintaining effective communication both internally and with municipal staff members; what are your expectations of the Town in order to maintain quality, two-way communications?
- Describe your firm's knowledge of FEMA flood maps and your Geographic Information Systems (GIS) capabilities.
- Provide details of GIS programs you have created for clients for cataloging underground utilities, street sign, street light, and tree inventories, and NPDES maintenance records.
- Describe your Quality Assurance / Quality Control protocols including oversight of sub-consultants' work.
- Describe how your firm would study, report, and provide engineering estimates for stormwater line remediation, right-of-way repairs (I.e., pavement, curb, gutter, and sidewalk elements), and landscaping renovations.
- Detail your experience preparing Master Plans for roadway and stormwater improvements?
- What is your experience providing services related to NPDES annual report preparation and auditing?
- Does your firm have experience supporting a Stormwater Utility such as establishing and confirming ERU assessments, providing assistance with certification of the Non-Ad Valorem Tax Roll, and performing rate studies in support of system improvements?
- What is your experience with the Seacoast Utility Authority?

We look forward to hearing about your firm's capabilities in the above areas of interest as well as any other services you may be able to provide the Town staff in its delivery of quality services to its residents and businesses.

Respectfully yours,

David Hunt
Public Works Director

Attachment

cc: John D'Agostino, Town Manager
Nadia DiTommaso, Community Development Director
Blake Rane, Finance Director
Richard Pittman, Project Manager
Vivian Mendez, Town Clerk
Scott Schultz, Planner
Lourdes Cariseo, Chief Accountant

Minutes
Town of Lake Park, Florida
Request for Qualifications
103-2015 Professional Consultant Services
Short-Listed Presentations
Tuesday, June 30, 2015, 1:30 p.m.
Commission Chamber, Town Hall, 535 Park Avenue

The presentations of the short-listed Professional Consultant Services firms was conducted on Tuesday, June 30, 2015 at 1:30 p.m. The Town Staff Selection Committee members included Community Development Director Nadia DiTommaso, Town Planner Scott Shultz, Public Works Director Dave Hunt, Chief Accountant Lourdes Cariseo, and Project Manager Richard Pittman. Town Manager John D'Agostino and Town Clerk Vivian Mendez attended.

Public Works Director Hunt introduced himself and explained the process. He stated that each firm (Calvin Giordano & Associates, Chen Moore & Associates, and McLeod-McCarthy & Associates) would have 20 minutes to present and an additional 20 minutes would be allocated for questions and answers. He welcomed Calvin Giordano & Associates. Members of the Town Staff Selection Committee introduced themselves.

Calvin Giordano & Associates.

Representing Calvin Giordano & Associates (CGA) were Mr. Patrick Figurella, Mr. David Frodsham, and Mr. Antwan Jackson. Civil Engineer Mr. Figurella gave a presentation (see Exhibit "A"). He stated that he would be the Town's primary contact with CGA. Mr. Jackson explained the different software packages used by CGA to support the Town's needs and any projects that may arise.

Questions and Answers:
Community Development Director DiTommaso asked the following questions. Describe your general procedure for issuing response comments on site plan reviews. How is effective coordination between the various reviewers achieved in an attempt to maintain a quick response time? Mr. Figurella explained that they would personally pick-up and deliver plans. They would use a Word document that would be established by the Town. Several members of the CGA staff would then review the plans. He would be personally responsible for coordinating and reviewing all the CGA staff comments. If the plans require any outside consultant review, CGA would coordinate with that consultant. Once completed with the review process, the Word document would be emailed to the Town.

Project Manager Pittman asked what could CGA tell the Town about the Palm Beach County MS4 Steering Committee. Mr. Figurella explained that the Palm Beach County MS4 Steering Committee represents the 38 municipalities in the County for the municipal Stormwater permit process. He explained that they coordinate all the responses that are provided to the municipalities.

Public Works Director Hunt asked if Light Detection & Ranging (LIDAR) helps the residents of the Town with their flood insurance requirements. Mr. Figurella explained LIDAR would only be helpful on a Town wide basis to fight what FEMA has included in their maps. Public Works Director Hunt asked if all the services mentioned in the CGA cover page were in-house services. Mr. Figurella stated "yes". Public Works Director Hunt asked how CGA's quality control/quality assurance functions with the sub-consultants. Mr. Figurella stated that CGA does not use many sub-consultants, but when they do, CGA would review all the information before providing it to the Town.

Community Development Director DiTommaso asked if CGA has been specifically involved with the review of the Florida Emergency Management Agency (FEMA) FIRM (Flood Insurance Rate Map) that are currently in the review process. Mr. Figurella stated that he was not aware if CGA has been specifically involved in the review process of the FEMA Flood Maps however, it was a possibility.

Public Works Director Hunt asked what CGA's experience was with audit defenses regarding stormwater utility financial accounts. Mr. Figurella explained that he personally has little experience in that area. He explained how the utility rate studies are conducted and how the average resident rates were established.

Town Manager D'Agostino asked how long it takes to go through the quality control/quality assurance control on a project. Mr. Figurella stated that the size of the project would determine the amount of time it would take to respond. He explained an example of how long a project would take to go through the review process. Town Manager D'Agostino asked who would own the Geographic Information System (GIS) collected data at the end of the project. Mr. Johnson stated that depending on how the contract is written, the data would belong to the Town. Mr. D'Agostino asked if CGA had the ability to create visual renderings for planning projects that propose higher densities and intensities along select corridors. Mr. Figurella stated "yes".

Public Works Director Hunt thanked CGA for their presentation and invited them to stay until the results were announced at the end of the meeting.

Chen Moore.

Public Works Director Hunt introduced himself and welcomed Chen Moore. He explained the procedure that would be followed during the meeting. Members of the Town Staff Selection Committee introduced themselves.

Representing Chen Moore were President Peter Moore, Senior Engineer Suzanne Dombrowski. Mr. Moore gave a presentation (see Exhibit "B"). He stated that Suzanne Dombrowski would be the Town's main contact person with Chen Moore. Mr. James Barton, GIS Specialist with Florida Technical Consultants explained the different data sets that would be available to the Town.

Questions and Answers:
Community Development Director DiTommaso stated that some of her questions were answered through the presentation and through the Florida Technical Consultant.

Public Works Director Hunt asked if the level of in-house GIS expertise would no longer be necessary because the current personnel could be trained to use the GIS system. Mr. Barton agreed and stated that the basic training could be done with personnel. Public Works Director Hunt asked which municipalities have continual services contracts with Chen Moore. Mr. Barton stated that they have continual services contracts with the following entities: the Town of Palm Beach, City of Marathon, City of Islamorada, Miami Gardens, and Palm Beach County Solid Waste Authority to name a few. He stated that the system could be customized to whatever the Town needed.

Community Development Director DiTommaso asked if Chen Moore has been specifically involved with the FEMA FIRM(Flood Insurance Rate Map) review process that was currently underway. Mr. Barton stated "yes", they are specifically involved with the FEMA Flood Maps review process. He explained that they were the first to review the maps and brought them to the Palm Beach County League of Cities General Membership meeting, which triggered all the municipalities reviewing their maps.

Project Manager Pittman asked what did Chen Moore know about the National Pollutant Discharge Elimination System (NPDES) Palm Beach County MS4 Steering Committee. Ms. Dombrowski explained that Chen Moore was aware that all permitting goes through the MS4 Steering Committee. She stated that they would be able to assist the Town with the permitting and establish a relationship with the MS4 Steering Committee.

Town Manager D'Agostino asked if Chen Moore would be using sub-consultants. Mr. Moore stated that most of the work would be done in-house and only specialized projects would utilize a sub-consultant. Town Manager D'Agostino asked for clarification as to who was considered part of the Chen Moore team. Mr. Moore stated that Chen Moore has a leadership team, a local architecture team, and four local sub-consultants all of which make up the Chen Moore team. Town Manager D'Agostino asked where all the sub-consultants were located. Mr. Moore stated that all the sub-consultants are located in Palm Beach County. Town Manager D'Agostino asked if the sub-consultants would be working directly with the Town or would they work through Chen Moore. Mr. Moore explained that the sub-consultants would work through Chen Moore. Town Manager D'Agostino asked if the GIS data collected would belong to the Town or Chen Moore. Mr. Moore stated that depending on the agreement, the data would belong to the Town if this was the intent of the agreement. Town Manager D'Agostino asked how intensive was Chen Moore's GIS data on the Town. Mr. Barton stated that Chen Moore has all the public information about the Town from the Palm Beach County records and neighboring municipalities, but they do not have the information that the Town has generated on its own.

Public Works Director Hunt asked what experience they have with stormwater utilities rates. Mr. Moore gave an example of their experience with the City of Pompano Beach stormwater master plan and implementing their five-year plan. He explained that based on that process

they were able to audit the Pompano Beach stormwater utilities rates and make adjustments. Public Works Director Hunt asked if they were able to integrate the information with a rate study. Mr. Barton explained that they are currently in that process with the City of Coral Springs.

Town Manager D'Agostino asked of all Florida continuing service clients Chen Moore has, which clients have been working with them the longest, and then the shortest. Mr. Moore explained that the longest continuing service client they have had was 27 years and the shortest was within the past few months. Town Manager D'Agostino asked if they had the capability to model building density and intensity representations through digital software. Mr. Moore explained that they have the capability to present density in-house, but they also have sub-consultants that specialize in those fields.

Public Works Director Hunt thanked Chen Moore for their presentation and explained what the next step in the process would be. He invited them to stay until the results were announced at the end of the meeting.

McLeod McCarthy.

Community Development Director DiTommaso stated that some of her questions were answered through the presentation and through the Florida Technical Consultant.

Public Works Director Hunt introduced himself and welcomed McLeod McCarthy & Associates. He explained the procedure that would be followed during the meeting. Members of the Town Staff Selection Committee introduced themselves.

Mr. Todd McLeod and Mr. Tom McCarthy introduced themselves and their team. Mr. McLeod gave a presentation (see Exhibit "C"). He explained that they use several sub-consultants, but they would review all materials before providing them to the Town.

Questions and Answers:
Community Development Director DiTommaso stated that some of her questions were answered through the presentation and through the Florida Technical Consultant.

Project Manager Pittman asked what their experience has been with the PBC MS4 Steering Committee. Mr. McLeod explained that the Town sits on that Committee and the Town has a renewing contract with the Northern Palm Beach County Improvement District because they are the lead governmental agency for the Committee. He explained his general understanding of the Committee.

Town Manager D'Agostino asked what makes them qualified to work with the Town since they do not currently have a municipal client. Mr. McLeod stated that private communities and government agencies are similar because both have similar infrastructure issues, and both expect quick response times. He added that their firm was the right size for the Town. Town Manager D'Agostino asked if they had the ability to create visual renderings for planning projects that propose higher densities and intensities along select corridors. Mr.

McLeod stated that for small projects they would have the capabilities in-house. He explained that they would use a sub-consultant for a larger project depending on the Town's vision for the project. Town Manager D'Agostino asked if they have experience with presenting the desired "vision" to neighborhood groups. Mr. McLeod stated that they have a lot of experience with presenting desired "visions" to neighborhood groups as it relates to a Town project. He gave a few examples how McLeod McCarthy has presented projects to neighborhood groups in the past.

Public Works Director Hunt asked how they would incorporate a geotechnical analysis into a street improvement program. Mr. McLeod explained that some of the analysis could be done visually. He explained that for areas that could not be done visually, they would use a geotechnical sub-consultant to assist with the project. Mr. McCarthy further explained their experience with presenting to neighborhood groups for very large-scale projects. Public Works Director Hunt asked if they had a primary geotechnical firm that they would use for projects, or do they seek geotechnical firms on case-by-case basis. Mr. McLeod explained that they use two (2) specific geotechnical firms for projects. Public Works Director Hunt asked what their quality control/quality assurance processes were. Mr. McLeod explained that most of the engineering work was done in-house. He stated that the sub-consultants would be given a deadline to have the work completed and returned to them for their final review before it would be submitted to the Town.

Public Works Director Hunt thanked McLeod McCarthy & Associates for their presentation and explained what the next step in the process would be. He invited them to stay until the results were announced at the end of the meeting.

The Town Staff Selection Committee evaluated the three (3) firms and filled out ballots with their first and second choice (see exhibit "D"). Public Works Director Hunt explained that if the ballots did not reveal a unanimous choice by the Committee, that a scoring (or ranking) system would be used. To determine the results three (3) points would be given to the first choice firm on each ballot; two (2) points would be given to the second choice firm on each ballot; and one (1) point would be given to the third choice firm on each ballot in order to sum up the total number of points for each firm.

Town Clerk Mendez announced that Calvin Giordano & Associates scored the highest with a total of 10 points. She asked that Public Works Director Hunt and Chief Accountant Lourdes Cariseo verify the scoring system she performed for the record. Public Works Director Hunt invited all remaining firms back into the Commission Chamber and announced that Calvin Giordano & Associates scored the highest. He thanked everyone for their interest in doing business with the Town.

ADJOURNMENT:

With no further business to come before the Town Staff Selection Committee, the meeting adjourned at 4:00 p.m.

_____

Town Clerk Vivian Mendez

Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 15, 2015** **Agenda Item No.** Tab 8

Agenda Title: Approve the Award of Contract for Landscape Maintenance, Town Bid No. 102-2015 part "B" for the Harbor Marina to Chris Wayne and Associates, Inc. in the Amount of $35,790.00 Per Year, for Three Full Years Total of Service Beginning October 1, 2015 and Ending September 30, 2018, at a Total Overall Cost of $107,370.00

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6-29-15

David Urbinati/ Interim Marina Director
Name/Title

Originating Department:	Costs: $ 35,790.00 Funding Source: Acct. #800-34000 – Marina Settlement Funds [ ] Finance BKR	**Attachments:** Bid Submittal **Bid Tabulation** **Bid Document** **Advertisement**
Advertised: Date:April12,2015 Paper: PB Post [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone DRG **Please initial one.**

Summary Explanation/Background:

Attached is a copy of the Bid Advertisement, Bid Submittal, a Bid Tabulation and the Bid Document.

On April 12, 2015 the Town advertised Bid No. 102-2015, Landscape Services, which included specifications for the Harbor Marina Landscape Maintenance. The advertisement and Bid Documents are attached.

The entirety of the Harbor Marina Property is included in the bid document as outlined in the attached map.

A request was made for a single year's price quote to be valid for three one year periods with an option to extend the contract terms for an additional two more years. The first year period is to begin October 1, 2015.

The Harbor Marina Landscape services are currently performed by Chris Wayne and Associates, Inc. are due to expire on September 30, 2015.

The Bid Document contains specifications for the maintenance of both St Augustine grass and Bermudagrass, shrubs, trees, hedges, ground cover, ornamentals and mulch beds. It also includes, weeding, removal of debris, fertilization, weed and lawn and garden pests control for the above. All maintenance equipment, machinery, fertilizers and chemicals are to be supplied by the contractor. A sprinkler performance check is also required during each visit.

Repair costs associated with broken or failed sprinkler fixtures and equipment were not requested to be included in the price quote are not quoted as a fixed cost. They will be billed additionally to the MARINA on an as needed basis upon notification and approval by the Marina Director. Landscape replacement and remediation per recommendation by the contractor, will also be billed to the MARINA as additional costs upon approval by the Marina Director. An hourly fee schedule was requested and supplied by the submitting contractor(s). That schedule is attached.

Thirteen events (one added by Addendum) were specified and presented in the Bid Document and will occur as outlined and scheduled at the minimum for each year's cycle and will be performed identically each period year. Tree pruning is not included in the overall fixed costs in the requested quote but will be performed as recommended by the contractor and billed to the MARINA separately and additionally. A schedule of pruning fees is attached.

The bid process resulted in five firms requesting bid documents and four (4) landscape maintenance companies attending the pre - bid mandatory meeting. One bid was received.

That bid was submitted by Chris Wayne Associates, Inc. who is currently performing landscape maintenance at the MARINA and IS in good standing with the Town of Lake Park. The price submitted is $35,790.00 per year and is almost identical to the current price now charged to the MARINA.

Recommended Motion:

I move to approve the award of Contract to Chris Wayne and Associates, Inc.in the Amount of $35,790.00 for each year of three consecutive years, and to be paid out in 36 equal payments of $2,982.50

Legal Notices

TOWN OF LAKE PARK
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:
LANDSCAPE MAINTENANCE SERVICES
Bid 102-2015 Contracts "A" & "B"

CONTRACT "A"
LAKE PARK COMMUNITY REDEVELOPMENT AGENCY
DOWNTOWN LANDSCAPE MAINTENANCE

CONTRACT "B"
TOWN OF LAKE PARK
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

The work of Contract "A" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and disposal, all within the public right-of-ways of Park Avenue, 10th Street and alleyways in the Lake Park CRA.

The work of Contract "B" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedges and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and removal at the Lake Park Harbor Marina for the Town of Lake Park.

The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) or arborist and employ in-house a person holding GI-BMP certificate for commercial fertilizer application.

Each contract will be for a term of three (3) years with the option of two one-year extensions.

If the Town and CRA choose to award a contract, each contract will be awarded to the lowest responsive and responsible bidder based on the base bid and selected alternates or in the opinion of the Town and CRA to the company whose bid is most advantageous, and provides the best value.

Sealed bids for each contract will be received in triplicate by the Town Clerk until 11:00 a.m., on May 13, 2015, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

Project Documents
Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a $20.00 non-refundable fee, for each bid set.

Bids shall be submitted on the form(s) provided.

Pre-Bid Conference
A Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., April 29, 2015, in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents
Envelope containing bid must be sealed and be clearly marked, "Landscape Maintenance, Bid No. 102-2015 Contract "A" and/or "B", due 11:00 a.m., May 13, 2015".

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on May 13, 2015. Award of contract for Contract "A" will be made at a CRA Board meeting. Award of contract for Contract "B" will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Lake Park CRA Board and Town Commission of the Town of Lake Park reserve the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

Vivian Mendez, CMC
Town Clerk,
Town of Lake Park, Florida
PUB: The Palm Beach Post 4-12/2015
#404464

BID TABULATION
102-2015

PROJECT: Landscape Maintenance Services - Contract "B"
Lake Park Harbor Marina

ADDITIONALS

COMPANY	BID PRICE ANNUAL	3 YEAR COST	TREE PRUNING PALM TREE	TREE PRUNING BrdLeaf TREE	IRRIGATION MAINTENANCE	GROUNDS MAINTENANCE	ESTIMATED ADDITIONAL EXPENSES
CHRIS WAYNE AND ASSOCIATES, INC.	**$ 35,790.00**	**$ 107,370.00**	**$30 / $35**	**$50 / $75**	**$60/HR**	**$30/HR**	**$3,000/ANNUAL**
L. V. SUPERIOR LANDSCAPING	N/A						
PRECISION LNDSCAPING	N/A						
TERRACON SERVICES, INC.	N/A						

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

CHRIS WAYNE AND ASSOCIATES, INC.

Filing Information

Document Number	P04000100196
FEI/EIN Number	201399029
Date Filed	07/02/2004
State	FL
Status	ACTIVE

Principal Address

15863 97TH DRIVE NORTH
JUPITER, FL 33478

Changed: 03/23/2005

Mailing Address

15863 97TH DRIVE NORTH
JUPITER, FL 33478

Changed: 03/23/2005

Registered Agent Name & Address

DELLAGO, CHRISTOPHER W
15863 97TH DRIVE NORTH
JUPITER, FL 33478

Name Changed: 04/14/2009

Address Changed: 03/23/2005

Officer/Director Detail

Name & Address

Title P

DELLAGO, CHRISTOPHER W
15863 97TH DRIVE NORTH
JUPITER, FL 33478

Annual Reports

SCOPE OF WORK/TECHNICAL SPECIFICATIONS
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE
CONTRACT "B"

GENERAL SPECIFICATIONS AND REQUIREMENTS

- **Mobilization, Permits (permit fees waived). Contractor must obtain license to work in the Town of Lake Park**

The CONTRACTOR shall furnish all labor, supervision, equipment and materials as necessary to maintain the landscapes in an attractive and safe condition throughout the year.

SCOPE – ALL AREAS
GROUNDS: The CONTRACTOR shall remove and properly dispose of all litter and debris from lawn areas, planting beds, walkways, and parking lots. All grass and weeds or vines from expansion joints, cracks in pavement, parking lots, walkways and fences shall be removed. On paved areas only, weeds and unwanted grass may be controlled with the use of herbicides on a weekly basis. All dead vegetation shall be removed. The CONTRACTOR shall "weed eat" around all trees, fences, signs, ditch embankments, buildings and other obstacles at each mowing in order to maintain a neat appearance. Unless specifically approved by the MARINA, use of herbicides in lieu of "weed eating" is not permitted.

LAWN CARE: Mowing shall be done to ensure a uniform appearance. The CONTRACTOR shall mow the grass weekly from March 1 through November 30 and every two weeks from December 1 through February 28. It will not be necessary to bag or remove grass clippings unless clippings or clumps become unsightly or may cause damage to the grass. All plant beds, curbing, driveways and walkways shall be edged with an edger as often as necessary to maintain a neat appearance.

PEST CONTROL: The CONTRACTOR shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around annuals, perennials, ground covers, shrubs, vines and trees. This shall include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications shall be performed when temperatures are below 90 degrees Fahrenheit and when wind drift is negligible. The first choice will be insecticidal soaps, horticultural oils and biological controls. Weeds in beds or mulched areas will usually be removed mechanically or by hand. Upon the MARINA'S approval, herbicides may be employed for heavy weed infestations.

PLANT BEDS: The CONTRACTOR shall weed the plant beds when necessary to maintain a weed free appearance.

FREEZE DAMAGE: Any freeze damaged ground covers shall have dead growth removed in the spring by appropriate means.

REPLACEMENT OF PLANT MATERIAL: The MARINA will be responsible to replace all plant materials that are frozen, stolen, vandalized or otherwise destroyed by unforeseen or unpreventable circumstances such as wind. If the MARINA'S representative determines the poor condition of plant materials is due to improper maintenance or irrigation, the CONTRACTOR shall be responsible for replacing such plant material at the CONTRACTOR'S sole expense. The CONTRACTOR shall notify the MARINA'S representative immediately of plants or areas in distress. The CONTRACTOR or its representative and the MARINA'S Designated Representative will inspect the damaged plant material and prepare a written plan/schedule of replacement. All replacements shall be accomplished within one (1) week of notification. No dead plants will remain in the landscape. Trees or plants that blow over or are disturbed from their normal planted location by wind, vehicular damage or vandalism, shall be replanted within twenty-four (24) hour notice. If time constraint is not met and the plant dies, it shall be replaced by the CONTRACTOR at its sole expense.

PRUNING: The CONTRACTOR shall prune and shape all shrubbery to maintain the natural form of the plant and maintain growth within the limits of the plant bed, also to eliminate the damaged or diseased wood, and sight distance requirements if needed. Trees are to be pruned back twice a year. Trees hanging over sidewalk area are to be

trimmed as needed so walking under them is easily assessable to pedestrians entering the buildings. All pruning work shall comply with ANSI-300A standards. A blower shall be used on sidewalks after each cutting. Parking lots shall be cleared at least once a month and after pruning.

INSPECTIONS: A MARINA Representative will conduct inspections on a monthly basis or as needed. Items discovered to be deficient during inspection shall be corrected within one week.

IRRIGATION SYSTEMS: The CONTRACTOR shall inspect and test rain shut off devices and other components and zones of the irrigation system monthly and shall reset zone times according to seasonal evaporation transpiration changes. Minor adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the CONTRACTOR, with the MARINA paying for parts. Once a year the CONTRACTOR will recalibrate each zone to allow for the application of one inch of water per week. During weekly maintenance, the CONTRACTOR will note and report to MARINA any symptoms of inadequate or excessive irrigation, drainage problems, etc. Timers will be reprogrammed during the dormant season to apply W' water per week. Repairs or system service beyond the above scope will be charged to the client at an hourly rate per

ST AUGUSTINE GRASSY AREAS

St Augustine grassy areas, nineteen (19) locations within the entire MARINA complex,
Having a sum total of approximately 77,050 sq. ft.

1) D-docks; S (5) segments – and identified as starting south and proceed northward:
A segment approximately 34.5' x 5'
A segment approximately 74.5' x 5'
A segment approximately 70' x 5' with an adjoining extension 23' x 9'
A segment approximately 79' x 5'
An irregular segment at the northern corner of D-dock and abutting the marina entrance lane and parking
Sum total of approximately 2,395 sq. ft.

2) Main parking lot detention basin, in center of main parking lot;
A large segment of approximately 19,900 sq. ft.

3) Northeast lawn – abutting seawall (to be treated as a multi-variety grassy area);
A segment of approximately 10,230 sq. ft.

4) North marina field and Lake Shore Drive swale;
A two (2) segment area of approximately 18,600 sq. ft.

S) Marina entranceway median;
A segment of approximately 1,440 sq. ft.

6) Marina's northwest basin bulkhead – consisting of two (2) narrow segments measuring approximately 73' x 4' and one (1) irregular segment abutting the bulkhead and including the abutting swale on Lake Shore Drive at the marina's main entrance
Sum total of approximately 925 sq. ft.

7) Swale area at north end of E-docks;
A two (2) segment area of approximately 480 sq. ft.

8) Median west of E-docks parking area;
A segment of approximately 1,330 sq. ft.

9) Grassy ¼ circle segment located at south end of E-docks;
A segment of approximately 250 sq. ft.

10) Swale west of Lake Shore Drive – a sum of six (6) segments; two (2) segments north of Cypress Drive, and four (4) segments south of Cypress Drive
Sum total of approximately 3,480 sq. ft.

11) Catch basin west of and abutting F-docks parking lot;
A long segment north to south of approximately 3,980 sq. ft.

12) F-docks parking lot southern-most grassy area and swale;
Two (2) segments with a sum total of approximately 1,630 sq. ft.

13) Eastern trailer lot catch basins - north to south sections including median;
A long segment north to south of approximately 1,960 sq. ft.

14) Easterly middle trailer lot catch basins - north to south – a sum of eleven (11) segments including, nine (9) being separate median segments;
Eleven (11) segments with a sum total of approximately 3,100 sq. ft.

15) West trailer lot catch basins and median - north to south;
A long segment north to south of approximately 2,850 sq. ft.

16) Western trailer lot - west side grassy area;
A long segment north to south of approximately 800 sq. ft.

17) Federal Hwy parking lot – lower eastside grassy area;
A long segment north to south of approximately 800 sq. ft.

18) Federal Hwy parking lot- grassy area abutting old building pad;
Two segments with a sum total of approximately 1,800 sq. ft.

19) Swale - north side of Silver Beach Rd;
Two segments with a sum total of approximately 1,100 sq. ft.

ST AUGUSTINE GRASS CARE AND MAINTENANCE

LAWN CARE: Mowing shall be done to ensure a uniform appearance. Grass shall be cut no lower than three (3) inches and at no time be allowed to reach height of five (5) inches. The CONTRACTOR shall mow the grass weekly from March 1 through November 30 and every two weeks from December 1 through February 28. It will not be necessary to bag or remove grass clippings unless clippings or clumps become unsightly or may cause damage to the grass. All plant beds, curbing, driveways and walkways shall be edged with an edger as often as necessary to maintain a neat appearance but no less than twice a month. Chemical means of edging is not acceptable.

FEEDING, PEST and DISEASE CONTROL AND WEED CONTROL OF ST AUGUSTINE GRASS

The CONTRACTOR is encouraged to have the soil tested twice yearly, to determine what nutrients the St Augustine lawn needs for best health and provide an advisement report to the MARINA representative at the commencement of the contract year. (For information on soil testing procedures, the CONTRACTOR may want to contact the Palm Beach County Cooperative Extension service).

St Augustine grass care and maintenance by the use of fertilizers, pest and disease controllers and weed control shall be accomplished by liquid chemical spray with application by a locally known, <u>certified</u> and professional lawn maintenance APPLICATOR (examples would be *Nozzle Nolen* and *Hulett Environmental Services*, etc.) in such a way as to minimize chemicals that may wash into the marina's basin and intracoastal, keeping with the MARINA'S Clean Marina status. The APPLICATOR is required to use the best care practices for St Augustine grass in the specified

locations. The CONTRACTOR shall submit the APPLICATOR'S name with the bid proposal for the MARINA representative's review. The CONTRACTOR shall hire and direct the APPLICATOR and supervise all adjustments of chemicals needed to insure a good healthy grass. The CONTRACTOR is required to check for pests routinely and treat as necessary.

NOTE: There are several water drainage systems in the catchment areas within the MARINA complex having direct access to the MARINA'S basin and intracoastal waters that must be observed. The CONTRACTOR and their agents are required by the MARINA to provide adequate protection procedures in place during all chemical applications.

BERMUDAGRASS – known as CELEBRATION

Locations - Marina office building complex and adjoining areas - numbering six (6) areas with a sum total of ten (10) segments as listed and described below;
A sum total of **10,850 sq. ft. approximately**

1) North and east side area of complex – a sum of three (3) segments
Two (2) segments abutting B-docks, described as 47' x 4' and a 41' x 4' segments extending southward from A-docks –
totaling approximately 350 sq. ft.

A triangular shaped segment with a 14' x 4' extension northward, abutting b-docks –
totaling approximately 890 sq. ft

2) East side of complex abutting paver patio – a sum of two (2) segments;
A large irregular rectangular segment with a 16' x 5' extension southward, abutting B-docks and the north boundary of the paver patio and the driveway –
totaling approximately 5450 sq. ft.

A small rectangular segment with a 16' x 4' extension northward abutting B-docks and C-docks and the south side of the paver patio
totaling approximately 675 sq. ft.

3) South side of complex – a sum of two (2) segments;
A rectangular shaped segment abutting C-docks
totaling approximately 1000 sq. ft

A rectangular shaped segment abutting C-docks and D-docks
totaling approximately 1260 sq. ft.

4) West side of complex;
An irregular shaped segment abutting D-docks
totaling approximately 580 sq. ft.

5) West and north sides of complex;
An irregular shaped segment abutting D-docks and the parking lot
totaling approximately 465 sq. ft.

6) North side of complex;
A small irregular square shaped segment abutting the building's walkway and the parking lot - **totaling approximately 180 sq. ft.**

BERMUDAGRASS CARE AND MAINTENANCE:

MOWING - four six (46) times per year to be required
Maintained height to one (1) inch
Mower type required – reel type mowing system with properly maintained, sharp blades
Edging and trimming to be done to best standards
Plugging of isolated damaged or diseased areas is required and to be provided at the CONTRACTOR'S expense as part of the maintenance agreement

FEEDING, PEST and DISEASE CONTROL AND WEED CONTROL OF BERMUDAGRASS

The CONTRACTOR is required to have the soil tested twice yearly (spring/fall), to determine what nutrients the bermudagrass lawn needs for best health and provide the test report to the MARINA representative at the commencement of the contract year and again in March of each year. (For information on soil testing procedures, the CONTRACTOR may want to contact the Palm Beach County Cooperative Extension service).

Bermudagrass care and maintenance by the use of fertilizers, pest and disease controllers and weed control shall be accomplished by liquid chemical spray with application by a locally known, certified and professional lawn maintenance APPLICATOR (examples would be Nozzle Nolen and Hulett Environmental Services, etc.) in such a way as to minimize chemicals that may wash into the marina's basin and intracoastal, keeping with the MARINA'S Clean Marina status. The APPLICATOR is required to use the best care practices for bermudagrass in the specified locations. The CONTRACTOR shall submit the APPLICATOR'S name with the bid proposal for the MARINA representative's review. The CONTRACTOR shall hire and direct the APPLICATOR and supervise all adjustments of chemicals needed to insure a good healthy grass. The CONTRACTOR is required to check for pests routinely and treat as necessary. **DESIRED MAINTENACE LEVEL FOR BERMUDAGRASS IS *MODERATE to HIGH*.** See the chart below.

Calendar Guide to Annual Bermudagrass Fertilization, C=**

Maintenance Level	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov
					South Florida						
Basic		C		N		SRN			C		C
Moderate		C	N		C		SRN		SRN		C
High		C	N	SRN	C	SRN	Fe		SRN		C

*North Florida in this example is considered to be anything north of Ocala. Central Florida is defined as anything south of Ocala to a line extending from Vero Beach to Tampa. South Florida includes the remaining southern portion of the state.

**For initial spring application, particularly in North Florida, the recommended time to fertilize is after the last frost rather than on a specific calendar date.

C= complete fertilizer application (NPK); N= nitrogen application only; SRN= nitrogen only in a slow release form; Fe= iron application only.

LANDSCAPED AREAS

Twenty eight (28) separate areas:

1) Marina Complex patio north lawn – abutting patio;
   - Four (4) Royal Palms with red mulch
   - One (1) Dwarf Palm

2) Marina Complex south lawns;
   - Four (4) Coconut Palms with red mulch buffer
   - Five (5) accent areas with Crinum Lilly with red mulch

3) All of D-docks – north to south, including Marina office complex west side area;
   - Two (2) Coconut Palms with red mulch buffer
   - One (1) Gumbo Limbo with red mulch buffer
   - One (1) Pidgeon Plum with red mulch buffer

4) Marina Complex North Side;
   - Two (2) Desert Cassia trees with red mulch buffer

5) Flag Pole;
   - One (1) Coco plum hedge with red mulch bed buffer
   - Vinca plants with red mulch bed buffer

6) Main parking lot Detention Basin;
   - Nine (9) Gumbo Limbo with red mulch
   - One (1) Date Palm with red mulch
   - Cocoplum hedge with red mulch bed
   - Sea Grape planter with Silver Palmetto – no mulch
   - Two (2) hedges, one each along east and west side of detention basin, no mulch
   - One (1) Shrub bed with Silver Palmetto at north side – no mulch
   - Red mulch bed along back side of refuge container enclosure

7) Marina Seawall Lawn;
   - Nine (9) Coconut Palms - no mulch
   - One (1) Gumbo Limbo – no mulch
   - Three (3) Pidgeon Plum – no mulch

8) North Field Lawn;
   - Five (5) Coconut Palms – no mulch
   - Three (3) Royal Palms – no mulch
   - One (1) Gumbo Limbo – no mulch
   - One (1) planted area with Oleander, Holly and Jasmine with brown mulch
   - North boundary hedge – no mulch

9) Main Entranceway Median:
   - One (1) Date Palm – no mulch
   - Six (6) accent areas with Crinum Lilly – no mulch
   - Two (2) shrub beds – no mulch

10) E-docks Swale and Promenade;
   - Three (3) Royal Palms with red mulch buffer
   - Ten (10) Royal Palms with ground cover – no mulch
   - One (1) Silver Buttonwood Tree with red much buffer
   - One planted area with Oleander, Holly and Jasmine

11) Median – parallel to E-docks;
Eight (8) Silver Buttonwood Trees with brown mulch
Twelve (12) Cabbage Palms with brown mulch

12) Swale, west side of Lake Shore Drive;
Three (3) saplings (north of Cypress Dr.) with brown mulch
Seven (7) Royal Palms (south of Cypress Dr.) with brown mulch

13) Boat Ramp - Northwest area at south dumpster location – two segments;
One (1) Silver Buttonwood with brown mulch
Five (5) Cabbage Palms with brown mulch
One (1) cocoplum hedge with brown mulch

14) Ramp Office Building and adjacent catchment basin, north to south;
Two (2) shrub hedges, north side of building – no mulch
Three (3) Gumbo Limbo with no mulch
Oleander and shrub bed – no mulch

15) F-docks parking lot, north end;
Two (2) Coconut Palms with brown mulch
One (1) Pidgeon Plum with brown mulch
One (1) planted area with brown mulch

16) F-docks parking lot, east side center break;
One (1) Gumbo Limbo with brown mulch

17) F-docks parking lot, south end including swale;
Three (3) Coconut Palms – no mulch
One (1) Pidgeon Plum – no mulch

18) Eastern trailer lot Catchment and Median;
Six (6) Cabbage Palms – no mulch
Three (3) Gumbo Limbo – no mulch
Oleander and other shrub bed – no mulch

19) East middle trailer lot catchments and median;
Ten (10) Cabbage Palms – no mulch
One (1) Gumbo Limbo – no mulch
Cocoplum and other shrub bed – no mulch

20) West middle trailer lot catchments and Median;
Two (2) Cabbage Palms – no mulch
Seven (7) Silver Buttonwood trees – no mulch
One (1) shrub bed – no mulch

21) Western trailer lot grassy area;
Three (3) Cabbage Palms with brown
One (1) Gumbo Limbo with brown mulch
Two (2) Silver Buttonwood trees with brown mulch
Oleander and other shrub bed with brown mulch

22) Median between trailer lots and the "S" leg of Lake Shore Drive;
Fifteen (15) Cabbage Palms with brown mulch
One (1) Silver Buttonwood tree with brown mulch
Shrub bed with brown mulch

Scattered Crinum Lilly with brown mulch

23) Federal Hwy parking lot, lower east side grassy area;
Three (3) Cabbage Palms with brown mulch
Three (3) Gumbo Limbo with brown mulch
Two (2) separate hedges with brown mulch

24) Federal Hwy parking lot, south end;
Two (2) Cabbage Palms with brown mulch
Sea Grape Hedge with brown mulch
Cocoplum ground cover with brown mulch

25) Federal Hwy parking lot, Federal Hwy frontage;
Seven (7) Cabbage Palms with brown mulch
Sea Grape Hedge with brown mulch

26) East to West sidewalk along Lake Shore Dr. abutting private residence;
Two (2) Pidgeon Plum trees - no mulch
One (1) high hedge – no mulch
One (1) low hedge – no mulch
Keep overgrowth clear from obstruction

27) Overflow parking lot;
Three (3) Palms with brown mulch
Kiosk area with brown mulch
Cocoplum Hedge – no mulch

28) Federal Hwy parking lot, north perimeter;
Trim unplanted area as needed (minimum three (3) times per year)

TREE COUNT REQUIRING FERTILIZATION:

one hundred nine (109)

PALM5: to be fertilized four (4) times per year with slow release palm fertilizer at a rate of one half (½) pound per one (1) inch trunk diameter. Recommended NPK ratios of (12-4-12) or (8-2-12)

Royal Palms – twenty seven (27) approximately
Coconut Palms – twenty five (25) approximately
Date Palms – two (2) approximately
Dwarf Palm – one (1)

BROADLEAF:

Gumbo Limbo – twenty four (24) approximately
Pidgeon Plum – eight (8) approximately
Silver Buttonwood – twenty (20) approximately
Cassia trees – two (2) approximately

TREE COUNT REQUIRING NO FERTILIZATION:

Cabbage Palms – sixty five (65) approximately

PLANTED AREAS OF ORNIMENTALS, HEDGES AND GROUND COVER REQUIRING FERTILIZATION AND PEST/DISEASE CONTROL

Refer to the above list 1 – 28

END SCOPE OF WORK/TECHNICAL SPECIFICATION CONTRACT "B"

BID FORM: No. 102-2015
CONTRACT "B"
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 2 Copies).

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

Thirty-five thousand seven hundred nighty and xx/100 ($ 35,790.00)

Required documents attached?	(Yes or No)
- Schedule of Bid Items	Yes
- Acknowledge Addenda # 1,2 (if issued)	Yes
- 1 Original and copy of the following:	
- Bid Form (signed)	Yes
- Clarifications/Exceptions	Yes
- List of Subcontractors	Yes
- Drug Free Workplace Cert. (signed)	Yes
- List of References	Yes
- Licenses (copies of applicable licenses)	Yes
- Proof of Existing Insurance Coverage	Yes
-Noncollusion Affidavit of Prime Bidder	Yes
-Public Entity Crimes Affidavit	Yes
-Anti-Kickback Affidavit	Yes
-Certification of Nonsegrated Facilities	Yes

NAME OF FIRM Chris Wayne and Associates, Inc.

ADDRESS 15863 97th Drive North, Jupiter, FL 33478

PHONE# 561-746-4225 FAX# 561-746-8991

AUTHORIZED SIGNATURE

NAME & TITLE (TYPED or PRINTED) Christopher Wayne Dellago / President

POINT OF CONTACT EMAIL ADDRESS: chris@chriswayneinc.com

DATE: 5/13/2015 TAX PAYER ID#: 20-1399029

Town of
LAKE PARK

Department of
PUBLIC WORKS

ADDENDUM NO. 1 May 4, 2015

LANDSCAPE MAINTENANCE SERVICES

BID NO. 102-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE MAINTENANCE
CONTRACT "B" LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

Each recipient of the Addendum No.1 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document *"REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #102-2015"* and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

BOUND CONTRACT DOCUMENT

Page 8-Required Submittals: The required forms shall indicate on the "Subcontractor Form" the name of the intended licensed irrigation system maintenance contractor and on the "Proof of proper licensing form" if irrigation maintenance is to be performed in-house.

Page 29- 1 Scope/Intent, second paragraph, ADD SENTENCE: The qualified Landscape Maintenance service contractor shall be licensed in Palm Beach County to perform irrigation maintenance or provide irrigation system maintenance via a subcontractor licensed to perform irrigation maintenance in Palm Beach County.

Page 29-1.1 General Requirements 1.1.7 regarding irrigation, ADD SENTENCE: Irrigation maintenance services are to be performed by a contractor licensed to perform such services in Palm Beach County.

Page 32-Contractor Qualification 4.3, ADD SENTENCE: The bidding company must be qualified to perform irrigation system maintenance in Palm Beach County or indicate a licensed irrigation contractor on the List of Subcontractors (page 52 and page 65).

Page 46-Clarification: For Contract "A" the apparent low bid will be based on the Total Base Bid plus Alternate I. As stated at the Pre-Bid meeting, Alternate I is work on the Town Greene which is private property leased by the Town. The work in Alternate I may be deleted during the course of the contract.

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

E-mail: publicworks@lakeparkflorida.gov

Page 48-Schedule of Bid Items, Items 14 & 15 should include "*" which requires MOT for worker protection.

Page 48-Schedule of Bid Items, Items 12 & 13, Clarification: The dollar amount to be filled in the Quantity column is the labor cost per square foot.

Page 31-Sec.1.2.8 Irrigation: This section applies to both Contract "A" and Contract "B". The contractor awarded Contract "B" will report to the Marina Director and not the Public Works Department. The Contract "B" irrigation system is serviced by potable water.

Sec.1.2.8 Irrigation Bullet 5: Delete entire bullet item associated with "rust prevention" chemical. Irrigation water in Contract "A" is provided by both well water and potable water. Where chemical is needed the Town will provide and install.

Pages 62 & 63-Schedule of Bid Items: This Addendum No. 1 includes revised page 62 and pages 63A and 63B which replace page 63 and reflect the following changes to the "B" contract:

Bid Item No. 8: Delete the quantity of 46 and replace with a quantity of 8.
Bid Item No. 9: Delete the quantity of 52 and replace with a quantity of 46
Bid Item No. 12: Add wording "TO BE PERFORMED APPROXIMATELY 6 MONTHS INTO THE CONTRACT."
ADD Bid Item No. 13: Operate and inspect irrigation system. Repair damages. Per event 46.
The TOTAL BASE BID is now Items 1 thru 13
Add BILL-Out Labor Unit Prices to Contract "B" Schedule of Bid Items (see pg. 63B attached).

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RESPONSE TO QUESTIONS DURING BID PHASE

- Question: What is the estimated budget for the new contract for the CRA & Marina.
  Response: The budget for 2015-16 has not been established. We expect the annual cost of landscape maintenance in the CRA to be in excess of $80,000 per year. We expect the annual cost of landscape maintenance at the Lake Park Harbor Marina to be in excess of $36,000 per year. The Town's fiscal year begins in October. We will use the bids received to support the budgeting of landscape maintenance.

- Question: Are you requiring an irrigation license to bid on this contract?
  Response: See wording elsewhere in this addendum.

- Question: What does "in-house mean" in regard to Landscape Architect or Arborist?
  Response: A person holding the appropriate credentials must be on the payroll of the company awarded the landscape maintenance contract.

- Question: Can lawn and ornamental pest control be accomplished by a subcontractor?
  Response: Yes. Please indicate the company on the "List of Subcontractors" pages 52 and 65 and licensing on pages 55 and 68.

- Copies of the current contracts are enclosed. These contracts have been extended by Commission approval until new contracts are in place.

.....

Bidders must acknowledge receipt of this Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
May 4, 2015

By: _____
Vivian Mendez, CMC,
Town Clerk

Bidder:

Signed By: _____
Print Name: Christopher W Dellay RLA
Title: President
Date: 5/12/15

End of Addendum #1

Attachments: Revised Schedule of Bid Items Pages 62, 63A & 63B
Copy of current contract

Town of
LAKE PARK

Department of
PUBLIC WORKS

ADDENDUM NO. 2 May 12, 2015

LANDSCAPE MAINTENANCE SERVICES

BID NO. 102-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE MAINTENANCE
CONTRACT "B" LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

Each recipient of the Addendum No.2 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document *"REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #102-2015"* and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

BOUND CONTRACT DOCUMENT- Contract "B" Lake Park Harbor Marina Landscape Maintenance

Pages 38- 46 and Schedule of Bid Items, pages 62 Revised, 63A & 63B: ALL reference to "feeding' or "fertilizer" are to be bid as the contractor providing all labor, equipment and materials. **The Town does not intend to provide the fertilizer for the landscape maintenance at the Lake Park Harbor Marina.**

Response to Question: It is recommended that each bid submittal include its own bid bond.

.....

Bidders must acknowledge receipt of this Addendum Number 2 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
May 12, 2015

By: Vivian Mendez
Vivian Mendez, CMC,
Town Clerk

Bidder:

Signed By: [signature]
Print Name: Chris W Dellage, RLA
Title: President
Date: 5/12/15

End of Addendum #2

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

E-mail: publicworks@lakeparkflorida.gov

CONTRACT "B"
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

SCHEDULE OF BID ITEMS (*REVISED PER ADDENDUM NO. 1)*
TOWN PROJECT NO. 102-2015

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE $
1.	INDEMNIFICATION	Yr.	One	$100.00
2.	ST AUGUSTINE GRASS CUTTING, EDGING, TRIMMING	Per Event	46 $200.00/ event	$9,200.00
3.	BERMUDAGRASS CUTTING by REEL MOWER, EDGING, LINE TRIMMING	Per Event	46 $75.00 / event	$3,450.00
4.	ST AUGUSTINE GRASS FEEDING, WEED AND PEST / DISEASE CONTROL **(Bi-monthly, Six (6) applications by certified applicator specific to ST Augustine grass) ***	Per Event	6 $250.00 /event	$1,500.00 for yr 1
5.	BERMUDAGRASS FEEDING, WEED AND PEST /DISEASE CONTROL **(Bi-monthly, Six (6) applications by certified applicator specific to Bermudagrass)***	Per Event	6 $70.00 /event	$ 420.00
6.	PALM TREE FEEDING, PEST CONTROL **(Palm trees specified, quarterly, Four (4) applications by certified applicator specific to Palm species identified)***	Per Event	4 $125.00/event	$ 500.00
7.	BROADLEAF TREE FEED, PEST CONTROL **(Broadleaf trees specified, quarterly, Four (4) applications by certified applicator specific to broadleafs identified)***	Per Event	4 $125.00/event	$ 500.00
8.	PLANT BED HEDGES, SHRUBS, ORNIMENTALS, GROUND COVER-TRIMMING, PRUNING, WEEDING **(Eight (8) visits required as needed to maintain a moderate to high manicured standard. Weeding shall be done by hand removal only and as needed)**	Per Event	8 $1000.00/event	$8,000.00
9.	DEBRIS PICK UP YARD TRASH REMOVAL FROM MARINA COMPLEX SITE **(Forty six (46) visits required as needed to maintain a clean debris free landscape, roadway, parking lots and walkways. Storm drain grates are to be cleared at surface of dirt and collection of all debris. CONTRACTOR to get with MARINA management to identify it's collection area(s) of debris that is occasionally gathered by marina personnel when necessary)**	Per Event	46 $ 30.00 /event	$1,380.00
10.	HEDGE, SHRUBS, ORNIMENTALS, GROUND COVER PLANTER BED FEEDING and PEST CONTROL IDENTIFIED FROM LISTED LANDSCAPED AREAS 1-28 (Bi-monthly fertilizing, pest and disease control Six (6) applications by certified applicator required annually specific to species identified)*	Per Event	6 $125.00/event	$ 750.00

	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE $
11.	Provide labor, equipment and material to MULCH. MULCHED areas are to be kept clean and refreshed two (2) times per year with depth of 2 to 3 inches. Mulch shall be free of pests and disease. **Mulch shall be maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be installed immediately upon receipt of Town purchase order. Mulch is provided at CONTRACTOR'S EXPENSE and shall be provided as necessary to maintain these depths.**	Per Event	2 $2,000.00 event	$4,000.00
12.	INITIAL ESTABLISHMENT OF MULCH BEDS TO PROPER DEPTH REQUIRED TO CONTAIN ALL MULCH IN NORMAL CONDITIONS AND DURING HEAVY RAIN CONDITIONS. **This includes all landscaped areas as needed throughout marina complex and including around seven (7) Royal Palm trees on west side of Lake Shore Drive. Subject to MARINA managers satisfaction. (APPLIES TO FIRST YEAR OF CONTRACT TO BE PERFORMED APPROXIMATELY 6 MONTHS INTO THE CONTRACT)**	L.S.	1 $3,000.00/event	$3,000.00
13.	Operate and inspect irrigation system. Repair damages.	Per Event	46 $65.00 / event	$2,990.00

TOTAL BASE BID ITEMS 1 THRU 13 **TOTAL: $** 35,790.00

WRITTEN AMOUNT: $ Thirty-five thousand seven hundred nighty and xx/100

.....

ALTERNATE I: TREE PRUNING incl. removal of debris from pruning activity. All tree and shrub pruning shall comply with ANSI-300A standards.

Palm Tree up to 25' (clear trunk + crown shaft) height, min. 20 trees / trip ..... $ 30.00 /tree
Palm Tree 25' (clear trunk + crown shaft) or taller min. 10 trees / trip..... $ 35.00 / tree
Broadleaf Tree (ladder accessible)..... $ 50.00 /tree
Broadleaf Tree (bucket truck required- accomplished with tall palm tree)..... $ 75.00 /tree

Schedule of Bid Items (cont.)

BILL-OUT LABOR UNIT PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/ HR.	COMMENTS
1.	Irrigation Technician	Hourly	$ 60 / Hr.	$60.00
2.	Landscape Foreman	Hourly	$ 45 / Hr.	$45.00
3.	Grounds Maintenance worke	Hourly	$ 30 / Hr.	$30.00
4.	Laborer	Hourly	$ 30 / Hr.	$30.00
5.	Landscape Architect	Hourly	$ 150 / Hr.	$150.00
6.	Arborist	Hourly	$ 90 / Hr.	$90.00
7.	Fertilizer certified applicator	Hourly	$ 50 / Hr.	$50.00
8.	Pesticide certified applicator	Hourly	$ 60 / Hr.	$60.00
	Other Administrative	Hourly	$ 40 / Hr.	$40.00

Submitted by: Christopher Wayne Dellago, RLA
Name of firm: Chris Wayne and Associates, Inc.
Tel. # 561-746-4225
Bid Due: 11:00a.m. May 13, 2015
Submit Bid To: Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park Fl. 33403
Bid to be submitted in sealed envelope clearly marked on the outside
"Lake Park Harbor Marina Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".

End of "Revised" Schedule of Bid Items Contract "B"

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

N/A

LIST OF SUBCONTRACTORS

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').

NAME OF COMPANY	ADDRESS OF COMPANY	PHONE/CONTACT
1) N/A		
2)		
3)		
4)		
5)		

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Chris Wayne and Associates, Inc., maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.

2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature (Date) 5/12/15

Chris Dellago, RLA / President

Name & title (typed)

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company/Agency Name: Town of Manalapan
Address: 600 South Ocean Boulevard
Manalapan, FL 33462

Point of Contact: Lisa Peterson
Phone Number: 561-383-2540
Fax Number: 561-585-9498

REFERENCE #2

Company/Agency Name: City of Riviera Beach, CRA
Address: 2001 Broadway
STE 300
Riviera Beach, FL 33404

Point of Contact: Mr. Scott Evans
Phone Number: 561-844-3408
Fax Number:

REFERENCE #3

Company/Agency Name: Town of Ocean Ridge
Address: 6450 North Ocean Blvd.
Ocean Ridge, FL 33435

Point of Contact:
Phone Number: 561-732-2635
Fax Number:

INCLUDE PROOF OF PROPER LICENSING (APPLICABLE LICENSING TO PERFORM THE REQUIRED SERVICES)

Include Landscape Architect, Arborist, Fertilizer Applicator, Pesticide Applicator as applicable

Include Subcontractors Performing These Services on the Page for "List of Subcontractors.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
December 3, 2013	LF211579	December 3, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 3, 2017

CHRISTOPHER WAYNE DELLAGO
15863 97TH DR. N.
JUPITER, FL 33478

ADAM H. PUTNAM, COMMISSIONER

PALM BEACH COUNTY CONTRACTORS
CERTIFICATE OF COMPETENCY

CERTIFICATE #	EXPIRATION
U-20161	09/30/2015

NAME : CHRISTOPHER W DELLAGO
FIRM : CHRIS WAYNE & ASSOCIATES INC

DBA :

15863 97TH DR N
JUPITER, FL 33478

CERTIFIED CONTRACTOR
IRRIGATION SPRINKLER

FEE : 250.00
ISSUED BY : SMATTHES ON : 09/23/2013
ID #0084292

Signature: _____
Contractor Signature Required

RICK SCOTT, GOVERNOR

STATE OF FLORIDA

KEN LAWSON, SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER	
LA6666878	

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2015

DELLAGO, CHRISTOPHER W
15863 97TH DRIVE NORTH
JUPITER FL 33478

ISSUED: 12/02/2013 SEQ # L1312020001016
DISPLAY AS REQUIRED BY LAW

RICK SCOTT, GOVERNOR

STATE OF FLORIDA

KEN LAWSON, SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER	
LC26000243	

The LANDSCAPE ARCHITECT BUSINESS
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS
Expiration date: NOV 30, 2015

CHRIS WAYNE AND ASSOCIATES
15863 97TH DRIVE NORTH
JUPITER FL 33478

ISSUED: 12/02/2013 SEQ # L1312020001060
DISPLAY AS REQUIRED BY LAW

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

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

"LOCATED AT"
15863 97TH DR
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0069 LANDSCAPE ARCHITECT	DELLAGO CHRISTOPHER W	LA6666878	U15.265312 - 01/23/15	$51.25	B40123982

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

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE ANS ASSOCIATES INC
CHRIS WAYNE ANS ASSOCIATES INC
15863 97TH DR N
JUPITER, FL 33478-9310

LBTR Number: 200515864
EXPIRES: SEPTEMBER 30, 2015

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

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

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

LOCATED AT
15863 97TH DR
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0099 LANDSCAPE ARCHITECT BUSINESS	DELLAGO CHRISTOPHER W	LC26000243	U15.265312 - 01/23/15	$51.25	640123980

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

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE ANS ASSOCIATES INC
CHRIS WAYNE ANS ASSOCIATES INC
15863 97TH DR N
JUPITER, FL 33478-9310

LBTR Number: 201101100
EXPIRES: SEPTEMBER 30, 2015

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

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

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

LOCATED AT
15863 97TH DR
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0060 IRRIGATION SPRINKLER CONTRACTOR	DELLAGO CHRISTOPHER W	U20181	U15.265312 - 01/23/15	$44.39	640123981

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

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE ANS ASSOCIATES INC
CHRIS WAYNE ANS ASSOCIATES INC
15863 97TH DR N
JUPITER, FL 33478-9310

LBTR Number: 200515865
EXPIRES: SEPTEMBER 30, 2015

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

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

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

LOCATED AT
15863 97TH DR
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0027 LANDSCAPING	DELLAGO CHRISTOPHER W		U15.265312 - 01/23/15	$51.25	640123979

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

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE ANS ASSOCIATES INC
CHRIS WAYNE ANS ASSOCIATES INC
15863 97TH DR N
JUPITER, FL 33478-9310

LBTR Number: 201101101
EXPIRES: SEPTEMBER 30, 2015

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

INCLUDE PROOF OF EXISTING INSURANCE

CHRIS-6 OP ID: JH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2014

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

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

PRODUCER
Ryan Insurance & Financial Svc
302 W New York Avenue
Deland, FL 32720
Rodney Silver

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 386-738-2000 FAX (A/C, No): 386-738-2053
E-MAIL ADDRESS: Certificates@Seanryaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Star Insurance Company	18023
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Chris Wayne & Associates
15863 97th Drive N
Jupiter, FL 33478-9310

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			WC 0834592 00	10/31/2014	10/31/2015	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rodney E. Silver

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

CHRIS-5 OP ID: CT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2014

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

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

PRODUCER
INNOVATIVE INSURANCE CONSULTANTS, INC.
5461 UNIVERSITY DRIVE, #103
CORAL SPRINGS, FL 33067
BARRY S. GOLDSTEIN

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WESTERN WORLD INS CO - RPS	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CHRIS WAYNE AND ASSOCIATES INC
15863 97TH DR N
JUPITER, FL 33478

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY	X		NPP8143852	08/08/2014	08/08/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	X BLKT ADDL INSD						PERSONAL & ADV INJURY	$ 1,000,000
	X BLKT WAIVER						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ INCLUDED
	POLICY X PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER ALSO KNOWN AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Barry S. Goldstein

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Gardner Timothy Williams
Who, after being my me first duly sworn, deposed and says of his/her personal knowledge that:

(1) He is President of Chris Wayne and Associates, Inc., the Bidder
That has submitted a proposal to perform work for the following project:

Contract (Bid) # 102-2015 Project Name: Landscape Maintenance

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting the Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or process in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Lake Park or Lake Park CRA or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signature

Subscribed and sworn to (or affirmed) before me this 12 day of May, 2015 by Chris Dellano, who is personally known to me or who has produced PC/DC as identification.

NOTARY SEAL

Notary Signature:

Notary Name: Gardner Timothy Williams
Notary Public
State of Florida
My Commission Expires 05/23/2016
Commission No. EE 201317

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Gardner Timothy Williams, who, being by me first duly sworn, made the following statements:

1. The business address of 15863 97th Drive North, Jupiter, FL 33478 (name of bidder or contractor) is Chris Dellago, RLA

2. My relationship to Chris Wayne and Associates, Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of Florida and

county of Palm Beach

on the 27th day of May, 2015.

Notary Public

Gardner Timothy Williams
Notary Public
State of Florida
My Commission Expires 05/23/2016
Commission No. EE 201317

(Affix seal)

My commission expires:

ANTI-KICKBACK AFFADAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, Gardner Timothy Williams who, after being by me first duly sworn, deposes and says:

(1) I am Chris Dellago of Chris Wayne and Associates, Inc. the bidder that has submitted a proposal to perform work for the following project:

Contract # 102-2015 Project name: Landscape Maintenance

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this 6th day of May 2015 by Christopher Dellago, who is personally known to me or who has produced FCDC as identification.

NOTARY SEAL:

Notary Signature:

Notary Name: Gardner Timothy Williams

Notary Public State of Florida
Notary Public
State of Florida
My Commission Expires 05/23/2016
Commission No. EE 201317

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he,/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (ex cept where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. Project

Name: Chris Wayne and Associates, Inc. Company Name

and Address: 15863 97th Drive North, Jupiter, FL 33478

Signature: 5/12/15

Name & Title: Chris Dellago, RLA / President

TOWN OF LAKE PARK
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:

LANDSCAPE MAINTENANCE SERVICES
Bid 102-2015 Contracts "A" & "B"

CONTRACT "A"
LAKE PARK COMMUNITY REDEVELOPMENT AGENCY
DOWNTOWN LANDSCAPE MAINTENANCE

CONTRACT "B"
TOWN OF LAKE PARK
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

The work of Contract "A" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and disposal, all within the public right-of-ways of Park Avenue, 10th Street and alleyways in the Lake Park CRA.

The work of Contract "B" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedges and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and removal at the Lake Park Harbor Marina for the Town of Lake Park.

The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) or arborist and employ in-house a person holding GI-BMP certificate for commercial fertilizer application.

Each contract will be for a term of three (3) years with the option of two one-year extensions.

If the Town and CRA choose to award a contract, each contract will be awarded to the lowest responsive and responsible bidder based on the base bid and selected alternates or in the opinion of the Town and CRA to the company whose bid is most advantageous, and provides the best value.

Sealed bids for each contract will be received in triplicate by the Town Clerk until 11:00 a.m., on May 13, 2015, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

Project Documents

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a $20.00 non-refundable fee, for each bid set.

Bids shall be submitted on the form(s) provided.

Pre-Bid Conference

A Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., April 29, 2015, in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents

Envelope containing bid must be sealed and be clearly marked, "Landscape Maintenance, Bid No. 102-2015 Contract "A" and/or "B", due 11:00 a.m., May 13, 2015".

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on May 13, 2015. Award of contract for Contract "A" will be made at a CRA Board meeting. Award of contract for Contract "B" will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Lake Park CRA Board and Town Commission of the Town of Lake Park reserve the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

Vivian Mendez, CMC
Town Clerk,
Town of Lake Park, Florida

Publish: Palm Beach Post April 12, 2015

BIDDERS UNDERSTANDING

MANDATORY REQUIREMENTS:

- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. **Please note, no fax, email, or phone bids will be accepted.**

- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

  LANDSCAPE MAINTENANCE
  Bid No. 102-2015 Contract "A" and/or "B"
  Due 11:00 a.m. May 13, 2015
  Attn: TOWN CLERK

- MANDATORY PRE-BID CONFERENCE:
  There is a **MANDATORY** pre-bid conference scheduled for this project, to be held at 11:00 a.m. on April 29, 2015 at the Town Hall Commission Chambers, Lake Park, Florida. Town representatives will provide an overview of the project and bid documents. The purpose of the pre-bid conference is to answer questions, and to clarify any inconsistencies. All companies wishing to submit bids are REQUIRED to attend or be represented at the pre-bid meeting to glean additional information about the project, and to insure any clarifications are given and questions are answered. Prior to the pre-bid meeting, interested companies are encouraged to inspect the site, familiarize themselves with the requirements, and to insure all items affecting the bidding/costing of the project are considered.

PURPOSE OF BID

The sole purpose of the two bids is to provide for the LANDSCAPE MAINTENANCE Services as described in the Scope of Work section of this solicitation.

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town and shall not delay the execution of the contract requirements. It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town prepare Contract "A" and Contract "B", each of which will include the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Receipt of a Town Purchase Order, referencing the project
- Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will Serve as the NTP unless otherwise agreed.

REQUIRED SUBMITTAL ITEMS

By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:

ONE (1) ORIGINAL and Two (2) COPIES of the following documents:

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Schedule of Bid Items
- Clarifications/Exceptions Form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- *Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Noncollusion Affidavit of Prime Bidder
- Public Entity Crimes Affidavit
- Anti-kickback Affidavit
- Certification of Nonsegregated Facilities

**Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

INSTRUCTIONS TO BIDDERS

1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work site to ascertain by inspection pertinent local conditions. They must also carefully examine all plans, specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

The "Town", "Town of Lake Park", "Lake Park CRA" and "CRA" are also referred to as "Owner"

2. BOND REQUIREMENTS:

Bid Bond: Bids in excess of $25,000 will require that a surety bond be submitted with the bid in the amount equal to five percent (5%) of the bid total. The Owner's accept, as fulfillment of this requirement, a cashier's check or money order made out to Town of Lake Park or Lake Park CRA (referencing the project), or a construction bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK) or (Lake Park CRA) , the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contract and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Performance and Payment Bond: Not Required.

3. PREPARATION OF BIDS

A. Bids shall be submitted in triplicate, one ORIGINAL and TWO copies, on the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow

for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

C. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the respective Owner. The Owners reserve the right to reject any subcontractor and require replacement with an approved subcontractor.

4. BIDDERS SUBMITTING MORE THAN ONE BID

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

5. REJECTION OF BIDS

The Town and CRA reserve the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner(s) reserves the right to waive any informality in bids, at its discretion.

6. AWARD OF CONTRACT (Anticipated July 1, 2015)

A. If the Owner chooses to award a contract, it will be to the lowest responsive and responsible Bidder, or in the opinion of the Owner, to the company whose bid is most advantageous, and provides the best value. The TOWN OF LAKE PARK and /or CRA reserve the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.

B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.

C. If a recommendation of award is made, and the recommended company is unable to provide the required insurance or any other contract document, or if the recommended company fails in the determination of the respective Owner, to work in good faith toward expeditiously meeting the Owner's pre-construction requirements, then the Owner reserves the right to cancel the recommendation, and recommend the next-lowest Bidder, or that Bidder, which in the sole determination of the Owner, offers the Owner the next-best value and/or the most advantageous opportunity to construct the project.

7. EQUAL OPPORTUNITY/MINORITY AND WOMEN BUSINESS ENTERPRIZE

A. The Town and CRA shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contract with the Town or CRA because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

B. This division shall be read consistently with the Florida Civil Rights Act, F.S. Ch. 760, and shall not repeal existing or subsequently enacted Town minority/women business enterprise ordinances.

8. BID PREFERENCES

The Town and CRA provide one of the following bid preferences:
(1) To local merchants that are within five percent of the lowest bid submitted; or
(2) To certified minority business enterprises or women business enterprises that are within five percent of the lowest bid submitted.

9. CONFLICT OF INTEREST

The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and the Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees F.S. 112.303 Part III are incorporated herein by reference as if fully set forth herein.

10. GUARANTEE

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

11. RETURN OF BID SECURITY:

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid Surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Awarded. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be returned upon the Contract Agreement document being fully executed.

12. EXECUTION OF CONTRACT

The Contract Agreement Form shall be signed by the Contractor and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's and/or CRA's option.

13. SUBLETTING OR ASSIGNING CONTRACT

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

14. POWER OF ATTORNEY:

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds.

15. ADDENDA -- CHANGES WHILE BIDDING

It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

16. DAVIS/BACON ACT: NOT APPLICABLE

17. PROTESTED SOLICITATIONS AND AWARDS

(a) *Right to protest.* Any actual, or prospective, bidder or proposer that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the Town's Finance Director.

(b) *Notice*

(1) A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the Finance Director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

(2) The formal written protest must then be filed at the office of the Finance Director no later than 5:00 p.m. Eastern Time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

a. Identification of the name, address and contact information of the protestant and the solicitation involved;
b. A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;
and
c. Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved;
d. A clear statement, in writing, of the specific nature of the relief requested by protestant.
e. Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to the Finance Director, and shall provide the town manager with evidence of such mailing.

(3) The formal written protest is considered filed with the town when it is received by the Finance Director and is not timely filed unless it is received by the Finance Director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

(c) *Authority to resolve*. The Finance Director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the Finance Director within five business days of the date of the written decision, whereby a protest committee, comprised of the Finance Director, Town Manager, Town Attorney, and the department director of the originating department, shall have the authority to settle and resolve the protest.

(d) *Proceedings*. The Finance Director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.

(2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(4) A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.

(5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined in this resolution, the solicitation or award shall be cancelled or revised.

(6) If it is determined that the solicitation or award should be upheld, the Finance Director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

(e) *Stay of procurement during protests.* In the event of a timely protest, the Finance Director shall not proceed further with the solicitation or with the pending award of the contract until the Finance Director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

(f) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

(g) *Damages.* In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

18. FEDERAL AND STATE TAX

The TOWN OF LAKE PARK and Lake Park CRA is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK and/or CRA shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

19. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

If awarded a contract, the successful Bidder may offer to perform the same or similar work for other governmental agencies within the State of Florida ('piggyback' of contract), should the Bidder deem it is in its best interest to do so.

20. 'DRUG FREE WORKPLACE CERTIFICATION'

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

21. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a): ('PUBLIC ENTITY CRIMES')

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

22. ANTI-KICKBACK AFFIDAVIT

The attached anti-kickback affidavit must be fully executed and submitted. It confirms that no portion of the sum bid in connection with the work to be performed will be paid to any employee of the Town of Lake Park or CRA as a commission, kickback, reward or gift, directly or indirectly by any member of the vendor's firm or by an officer of the corporation.

23 'CERTIFICATION OF NONSEGREGATED FACILITIES' (Office of Federal Contract Compliance Programs (OFCCP), Executive Order 11246, As Amended; Equal Employment Opportunity)

SEC. 202,... all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:
The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The contractor will comply will all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulation, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contract in accordance with authorized procedures.

23. INSPECTION AND TESTS (NA)

24. SUSPENSION AND DEBARMENT

(a) *Suspension.* A vendor may be suspended for a period not to exceed two years as determined by the Finance Director based upon the following:

(1) Vendor defaults or fails to fully comply with the conditions, specifications,Town;

(2) Vendor commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the Town;

(3) Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(4) Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the

vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Vendor violates the ethical standards set forth in local, state, or federal law;

(7) Vendor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three- year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the Town.

(3) Placement of the vendor or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 2-252 within 21 days after the date of notification.

25. **LIQUIDATED DAMAGES:** Not Applicable

26. **CONTRACT TERM**

Each contract will be for a term of three (3) years with the option of two one-year extensions.

27. PAYMENT

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due ***20 days after it is stamped as "received" by the Town***. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Applications for payments prior to the final payment application shall show 10% retainage of the total value of the work complete.

28. APPROVAL OF ACCOUNTING SYSTEM

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

25. RIGHT TO INSPECT

The Town and/or CRA may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contact awarded or to be awarded by the Town and/or CRA

26. RIGHT TO AUDIT RECORDS

1) Audit of Cost or Pricing Data: The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.

2) Contract Audit: The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

3) Contractor Records: If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

27. **ADDITIONAL INFORMATION** Requests for additional information should be referred to Vivian Mendez, CMC, Town Clerk, at (561)881-3311.

End of Instructions to Bidders

CONTRACT AGREEMENT INFORMATION

1. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and/or CRA and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

2. GENERAL CONDITIONS

'STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT' prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

3. SUPPLEMENTARY GENERAL CONDITIONS

The following conditions modify or are in addition to the 'General Conditions' noted in #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

4. PRELIMINARY MATTERS

BEFORE STARTING CONSTRUCTION:

The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or Product Data for such portion of the Work.

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE:

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town and/or CRA (Owner). Certificate of Insurance shall be submitted to Owner within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less that the following amounts:

A. Worker's Compensation:

1. State	Statutory
2. Employer's Liability	$1,000,000

a) Disease-policy	$1,000,000
b) Disease-each employee	$1,000,000

B. Commercial General Liability:
(Including Premises -- Operations: XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

Each Occurrence	$1,000,000.
Annual Aggregate per job/contract	$2,000,000.

C. Business Automobile Liability: (Any-auto, including hired and non-owned auto):

1.	Each Occurrence	$1,000,000
2.	Combined single limit for bodily Injury and property damage	$1,000,000

The Town and/or CRA shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the Town and/or CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the proposer or vendor's bid documents. There shall be a 30 day notification to the Town and/or CRA in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the Town's or CRA's verification and approval as part of the Owner's evaluation of the bid or proposal. The Owner may require the contractor or vendor to provide a complete certified copy of the insurance policy(ies). If the contractor or vendor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement of covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the Town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

CONTRACTOR'S RESPONSIBILITIES

The Contract Documents are intended to communicate the concept and scope of the work. The Contractor shall be responsible for the coordination and execution of all aspects of the scope of work.

PERFORMANCE AND PAYMENT BONDS : Not Applicable

HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and/or CRA, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park/Lake Park CRA shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

CONTRACT TERMS

The contract shall include, but not be limited to, the following:

A) All terms, conditions, plans, and specifications of this bid.

B) Twelve month estimated cost for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.

C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

SURVIVORSHIP OF BENEFITS

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

SEVERABILITY

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

TERMINATION

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

PERMITS, TAXES, LICENSES

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. Currently, there is no requirement for a Notice of Commencement.

MANNER OF PERFORMANCE

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

Contract Agreement

AGREEMENT BETWEEN LAKE PARK CRA AND CONTRACTOR
CONTRACT "A"
DOWNTOWN LANDSCAPE MAINTENANCE
TOWN OF LAKE PARK
TOWN PROJECT #102-2015

Upon execution by both parties, this Agreement shall serve as the Contract between the LAKE PARK COMMUNITY DEVELOPMENT AGENCY ("Owner") and _____ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's' bid response to the Town's Project No.102-2015. All terms, conditions, plans and specifications of No.102-2015, any Addenda, and contractor's accepted bid, dated _____, 2015 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the CRA'S bid shall take precedence. The total contract amount shall be $_____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake Park CRA through its BOARD, signing by and through its Chairman, authorized to execute same by BOARD action on the ___ day of _____, 2015: and _____authorized to execute same.

LAKE PARK CRA, through its BOARD

Attest:

By: _____
James Dubois, Chairman
_____day of _____, 2015

_____
Vivian Mendez, CMC,Town Clerk

(Town Seal)

Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only:

By: _____
Thomas Baird, CRA Attorney

____day of _____, 2015

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

_____
Name of Contractor

_____
Signature

_____
Print Name, Title

_____day of _____, 2015

(CORPORATE SEAL)

STATE OF FLORIDA)
):ss
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2015 by

_____ who (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Notary Public, State of _____

_____
Print or Type Name of Notary Public

My commission expires:

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Agreement

AGREEMENT BETWEEN TWN OF LAKE PARK AND CONTRACTOR

CONTRACT "B"

LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

TOWN OF LAKE PARK

TOWN PROJECT #102-2015

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and _____ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's' bid response to the Town's Project No. 102-2015. All terms, conditions, plans and specifications of No. 102-2015, any Addenda, and contractor's accepted bid, dated _____, 2015 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the TOWN'S bid shall take precedence. The total contract amount shall be $_____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2015: and _____authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

Attest:

By: _____
James Dubois, Mayor
_____day of _____, 2015

_____
Vivian Mendez, CMC, Town Clerk

(Town Seal)

Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only:

By: _____
Thomas Baird, Town Attorney

____day of _____, 2015

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

_____
Name of Contractor

_____
Signature

_____
Print Name, Title

_____day of _____, 2015

(CORPORATE SEAL)

STATE OF FLORIDA)
):ss
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2015 by

_____ who (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Notary Public, State of _____

_____
Print or Type Name of Notary Public

My commission expires:

BID SPECIFICATIONS FOR
LAKE PARK HARBOR MARINA
LANDSCAPE MAINTENANCE CONTRACT

1. **SCOPE/INTENT:** It is the intent of the Town of Lake Park, Lake Park Harbor Marina to seek bids from qualified bidders in the establishment of an open end agreement for providing **MARINA LANDSCAPE MAINTENANCE SERVICES** in the most cost effective manner while maximizing the quality and level of service.

The Town is seeking qualified landscape companies to provide labor, materials, services, skills, supervision, and necessary tools and equipment to maintain landscaping in accordance with specifications listed in section 1.2.

1.1 General Requirements

1.1.1 Services are to be performed during the weekday, during daylight hours.

1.1.2 Contractor is required to assure that the landscape has a neat and maintained appearance by:
Mowing all grounds and trimming all edges, maintaining plants by pruning methods according to the attached calendar schedule (**TABLE 1**);
Removing weeds from grounds which include landscaped areas and ground cover areas.

1.1.3 All debris resulting from landscape maintenance operations shall be swept, collected, and disposed of by the contractor, at a location away from the building, as the work progresses.

1.1.4 All litter shall be removed from grounds which include: landscape areas, ground cover areas, upon each visit. Large and unusual amounts of debris shall be reported to the Public Works contact as detected.

1.1.5 Parking lot perimeters, weeds, and grasses shall be controlled with approved contact herbicide sprays and/or manual weeding as required. (There are no approved herbicide sprays within fifty (50) feet of an open waterway such as the marina basin and the Intracoastal Waterway.

1.1.6 All application of pest control or herbicide products must be performed by or under direct supervision of a licensed applicator.

1.1.7 Irrigation system will be maintained by the Contractor through irrigation "zone" wet checks every month to ensure the sprinkler system is functioning properly.

1.2 Specific Requirements

1.2.1 Lawn Care Services

1.2.1.1 Mowing

- Mowing shall be performed in accordance to the designated schedule to maintain a neat, clean, green and professional appearance to the Marina.
- Grass areas shall be cut every ten (7) days during June, July, August, and September, and every fourteen (10) days

from October through May. (See **TABLE "1"** Services Calendar).

- Power lawn mowers of sufficient horsepower will used for the type of existing grass.
- Mower blades will be kept sharp to provide a quality cut and prevent tearing of grass.
- Various mowing patterns will be utilized for even distribution of grass clippings and to prevent ruts in the ground created by mowing equipment.
- Grass clipping will be kept out of ornamental beds and removed from paved areas and walkways adjacent to the Marina basin. During routine visits the contractor is responsible for removing loose trash and debris from the Marina grounds and grass areas from the property prior to mowing. Clippings and debris on non-grass areas are to be cleared at the end of each mowing. The use of bagging attachments is recommended, but not required.

1.2.2 Edging

- All paved areas, walkways, plant beds, and trees will be edged at each mowing.
- Edging and trimming along all plant beds, curbs, paved areas, and trees shall be done to keep a neat appearance. All hard edges shall be mechanically edged every mowing to maintain definition of edges.
- Permanent fixtures in the grass areas are to be trimmed with weed eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
- Equipment used for edging and weed eating will have proper safety guards to deflect flying debris.
- Areas around irrigation heads will be trimmed for effective water distribution.
- Edging that cannot be addressed during regular visits due to vehicular obstructions, should be discussed with the Marina Director to achieve a solution.

1.2.3 Debris Removal

- All areas covered in grass clippings will be vacuumed or collected to maintain neat, clean and professional appearance to the Marina property.
- Catch, rake, or bag all clippings, sweep all sidewalks, parking lots, on every cut.
- Dispose of all debris off sit, in accordance with any Federal, State or Local Laws, codes, or Ordinances.

1.2.4 Shrubs, Trees and Other Plantings

- Will be performed as needed to maintain a neat clean and professional appearance to the Marina property.

- Catch, rake, or bag all clippings, sweep all sidewalks, parking lots, etc. on every cut.
- Dispose of all debris off site, in accordance with any applicable Federal, State or Local laws.

1.2.5 Fertilization and Mulching

- Fertilization will be two (2) times per year in November and April to maintain a neat, clean, green and professional appearance to the Marina Property.
- Fertilizer preference for planter areas shall be 6-6-6, 100% organic with an application of one (1) pound per 1000 square feet.
- Fertilizer preference for grass areas shall be 16-4-8, with an application of one (1) pound per 100 square feet, Vertagreen, Sunnyland, Lescor or equal.
- Application of Fertilizer to be applied to dry grass and then watered immediately.
- All State and Federal regulations must be followed.
- MSDS sheets may be requested by the Palm Beach Fire and Rescue Department.
- Mulch all planter areas/beds two (2) times per year in January and July.
- Mulch in planting beds must be maintained at a minimum depth of (3) inches thick during all seasons of the year.
- All Mulch shall be Grade "A" Cypress Mulch.

1.2.6 Insect Control

- Insecticide will be applied three (3) times per year in October February, and June. (See **TABLE "1"**)
  alternating with Dow Dursban 2E, and Diazanon.
- Contractor shall monitor trees and shrubs for signs of disease and insect infestations including the "white fly". If plants or trees are over 12 feet in height, appropriate recommendations for treatment shall be submitted to the Marina Director for treatment. If plants are less than 12' in height, spot treatments are the responsibility of the Contractor.
- In all cases of application, the Marina Director shall be notified prior to application. Non-compliance of adequate pest control will result in contractor being liable for any sod or plant material replacement deemed necessary.
- All application of insecticide/herbicide products must be performed by or under the direct supervision of a licensed applicator in the State of Florida.
- All State and Federal regulations must be followed.
- MSDS sheets may be required by the Palm Beach Fire and Rescue Department.

1.2.7 Weed Control

- Pre-emergent weed control, as indicated in **TABLE 1** should be applied twice per year with a well-balanced fertilizer, (Weed and Feed 17-4-6) during November and April to maintain a healthy green color.
- Weeds must be eradicated and removed to present a neat, well maintained appearance at all times. Weeds that cannot be removed by hand should be treated with post-emergence herbicides. Dead or damaged portions of plants shall be removed whenever possible.

1.2.8 Irrigation

- Irrigation system is to be maintained in optimal working condition to obtain a green and professional appearance to the Marina property.
- Irrigation "zone" wet checks will be performed every month to ensure sprinkler system is functioning properly.
- The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- The Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers.
- Contractor is responsible for insuring that all local codes, ordinances and other applicable regulations are followed.
- Where applicable, an approved "rust prevention" chemical will be supplied to the irrigation system tank to prevent discoloration of the buildings on the Marina property and walkways.
- Sprinkler heads will be adjusted to properly cover designated watering zones.

2. <u>Notification of Grounds Supervisor</u>

2.1 Marina Director Contact, _____ phone # (561) 881-3353.

2.2 Reports – All services rendered shall be documented on vendor's landscape service report form and a copy of the report left in the designated drop box at the Marina. An additional copy shall be faxed to the Marina Director at (561) 881-3355. Proper documentation of landscape service will be required for expeditious processing of payments. **All invoices must reflect correct Purchase Order Number.** Work must be performed to the satisfaction of the Marina Director who will inspect work and approve payment.

3. <u>Access to Locations</u>

The Contractor will be provided key/access code for locked locations upon approval by the Marina Director or designee.

4. <u>Contractor Qualification</u>

4.1 The bidder must provide at least three (3) references prior to award. (See Attachment ____)

Bidder must have at least TWO YEARS experience in this type of work.

Valid insurance certificate must be kept on file with the Town of Lake Park at all times.

4.2. The town of Lake Park must be able to verify professional references and visibly inspect like work for properties equal to the size of the Marina property. We require an updated phone number, fax number and e-mail address to ensure good communication. The Town of Lake Park reserves the right to remove any contractor from the Marina JOBSITE due to non-compliance of any specifications in the contract.

5. Sprinkler Repairs

The sprinkler system is to be checked immediately after each mowing for any damages, which shall be repaired by Contractor at Contractor's expense. Sprinkler damages must be repaired within three (3) working days. Failure to repair damaged sprinkler systems will result in non-compliance of the specifications of the contract.

6. Other Damages

Any other damages caused by the Contractor such as but not limited to the structures, fences, ornaments, windows, damaged by the Contractor's employees are to be replaced or repaired by the contractor to the satisfaction of the Town of Lake Park at no cost within five (5) working days. It shall be the responsibility of the contractor and Marina Director to mutually agree upon the condition of the property, surfaces, fixtures, or other furnishings before starting work on this contract.

7. Product Information

Product literature, MSDS sheets for fertilization, and insecticides should be provided with this bid as an attachment to the "**BID FORM**". However, in all cases must be provided within (5) business days upon request.

Contractor shall maintain copies of Material Safety Data Sheets (MSDS), for all used, prior to beginning service in the Marina. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical is introduced, a copy of that product's MSDS must be provided to the Marina Director prior to the product being used.

The Material Safety Data sheets must be in compliance with OSHA Regulation 1910.1200 paragraph g.

8. Warranty

Contractor warrants that all applications of fertilizer or chemicals will accomplish the intended results and that any damage on any existing landscaping caused by application, will be replaced with new landscaping and/or lawn equal to the original, at no cost.

9. Delivery, Storage and Handling

A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

B. Store and protect materials from harmful weather conditions and at temperature conditions recommended by material manufacturer. No products will be stored at any facility.

COST PROPOSAL SHEET
(To Be Completed By Bidder)

INVITATION TO BID (ITB) #

MARINA LANDSCAPE MAINTENANCE SERVICES CONTRACT

LAKE PARK HARBOR MARINA (LANDSCAPE MAINTENANCE COST PROPOSAL)

Cost $_____per month x 12 months = _____Total Cost Per Year.

TABLE 1

SERVICES:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
LAWN CARE:												
Mowing	10	10	10	10	10	7	7	7	7	10	10	10
Edged Paved Areas, Walkways, Plant Beds & Trees	10	10	10	10	10	7	7	7	7	10	10	10
Debris Removal	*	*	*	*	*	*	*	*	*	*	*	*
Trimming, Plants, Hedges, & Trees	*	*	*	*	*	*	*	*	*	*	*	*
Pruning, Shrubs, Trees & Other Plantings				M					M			
Fertilizing				M							M	
Mulching	M						M					
Insect Control		M				M				M		
Weed Control:												
Pre-emergent				M							M	
Post-emergent	*	*	*	*	*	*	*	*	*	*	*	*
Irrigation:												
Irrigation "zone" wet checks	M	M	M	M	M	M	M	M	M	M	M	M
Rust Prevention	M	M	M	M	M	M	M	M	M	M	M	M
Report Irrigation System	*	*	*	*	*	*	*	*	*	*	*	*
Damages/Failures/Malfunctions												

LEGEND:

10 = Every 10 Days
7 = Every 7 Days
M = Monthly
*** = As Needed**

LANDSCAPE MAINTENANCE
LAKE PARK HARBOR MARINA
105 LAKE SHORE DRIVE
CONTRACT "B"

Drawn: **RDP**
Date: **04/10/15**

Proj. No. **102-2015**
Sheet No. **1 of 1**

BEGIN BID SUBMITTAL PAGES
FOR
CONTRACT "B"
LAKE PARK HARBOR MARINA
LANDSCAPE MAINTENANCE
PAGES 61-73

BID FORM: No. 102-2015
CONTRACT "B"
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 2 Copies).

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

_____($_____)

Required documents attached?	(Yes or No)
- Schedule of Bid Items	_____
- Acknowledge Addenda # ___ (if issued)	_____
- 1 Original and copy of the following:	
- Bid Form (signed)	_____
- Clarifications/Exceptions	_____
- List of Subcontractors	_____
- Drug Free Workplace Cert. (signed)	_____
- List of References	_____
- Licenses (copies of applicable licenses)	_____
- Proof of Existing Insurance Coverage	_____
-Noncollusion Affidavit of Prime Bidder	_____
-Public Entity Crimes Affidavit	_____
-Anti-Kickback Affidavit	_____
-Certification of Nonsegrated Facilities	_____

NAME OF FIRM _____

ADDRESS _____

_____

PHONE# _____ FAX# _____

AUTHORIZED SIGNATURE_____

NAME & TITLE (TYPED or PRINTED)_____

POINT OF CONTACT EMAIL ADDRESS: _____

DATE: _____ TAX PAYER ID#: _____

CONTRACT "B"
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

SCHEDULE OF BID ITEMS
TOWN PROJECT NO. 102-2015

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE $
1.	INDEMNIFICATION	Yr.	One	$100.00
2.	ST AUGUSTINE GRASS CUTTING, EDGING, TRIMMING	Per Event	46 $_____ / event	$_____
3.	BERMUDAGRASS CUTTING by REEL MOWER, EDGING, LINE TRIMMING	Per Event	46 $_____ / event	$_____
4.	ST AUGUSTINE GRASS FEEDING, WEED AND PEST / DISEASE CONTROL **(Bi-monthly, Six (6) applications by certified applicator specific to ST Augustine grass) ***	Per Event	6 $_____ /event	$_____
5.	BERMUDAGRASS FEEDING, WEED AND PEST /DISEASE CONTROL (**Bi-monthly, Six (6) applications by certified applicator specific to Bermudagrass)***	Per Event	6 $_____ /event	$_____
6.	PALM TREE FEEDING, PEST CONTROL **(Palm trees specified, quarterly, Four (4) applications by certified applicator specific to Palm species identified)***	Per Event	4 $_____ /event	$_____
7.	BROADLEAF TREE FEED, PEST CONTROL **(Broadleaf trees specified, quarterly, Four (4) applications by certified applicator specific to broadleafs identified)***	Per Event	4 $_____ /event	$_____
8.	PLANT BED HEDGES, SHRUBS, ORNIMENTALS, GROUND COVER-TRIMMING, PRUNING, WEEDING **(Forty six (46) visits required as needed to maintain a moderate to high manicured standard. Weeding shall be done by hand removal only and as needed)**	Per Event	46 $_____ /event	$_____
9.	DEBRIS PICK UP YARD TRASH REMOVAL FROM MARINA COMPLEX SITE **(Forty six (46) visits required as needed to maintain a clean debris free landscape, roadway, parking lots and walkways. Storm drain grates are to be cleared at surface of dirt and collection of all debris. CONTRACTOR to get with MARINA management to identify it's collection area(s) of debris that is occasionally gathered by marina personnel when necessary)**	Per Event	**52** $_____ /event	$_____

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE $
10.	HEDGE, SHRUBS, ORNIMENTALS, GROUND COVER PLANTER BED FEEDING and PEST CONTROL IDENTIFIED FROM LISTED LANDSCAPED AREAS 1-28 (Bi-monthly fertilizing, pest and disease control Six (6) applications by certified applicator required annually specific to species identified)*	Per Event	6 $_____ /event	$_____
11.	Provide labor, equipment and material to MULCH. MULCHED areas are to be kept clean and refreshed two (2) times per year with depth of 2 to 3 inches. Mulch shall be free of pests and disease. **Mulch shall be maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be installed immediately upon receipt of Town purchase order. Mulch is provided at CONTRACTOR'S EXPENSE and shall be provided as necessary to maintain these depths.**	Per Event	2 $_____ / event	$_____
12.	INITIAL ESTABLISHMENT OF MULCH BEDS TO PROPER DEPTH REQUIRED TO CONTAIN ALL MULCH IN NORMAL CONDITIONS AND DURING HEAVY RAIN CONDITIONS. **This includes all landscaped areas as needed throughout marina complex and including around seven (7) Royal Palm trees on west side of Lake Shore Drive. Subject to MARINA managers satisfaction. (APPLIES TO FIRST YEAR OF CONTRACT)**	L.S.	1	$_____

Name of certified applicator to be identified in *Proof of Proper Licensing, Page 68

TOTAL BASE BID ITEMS 1 THRU 12 **TOTAL: $_____**

WRITTEN AMOUNT: $ _____

.....

ALTERNATE I: TREE PRUNING incl. removal of debris from pruning activity. All tree and shrub pruning shall comply with ANSI-300A standards.

Palm Tree up to 25' (clear trunk + crown shaft) height, min. 20 trees / trip ..... $_____/tree

Palm Tree 25' (clear trunk + crown shaft) or taller min. 10 trees / trip..... $_____/ tree

Broadleaf Tree (ladder accessible)..... $_____/tree

Broadleaf Tree (bucket truck required- accomplished with tall palm tree)..... $_____/tree

Submitted by: _____

Name of firm: _____

Tel. # _____

Bid Due: 11:00a.m. May 13, 2015

Submit Bid To: Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park Fl. 33403

Bid to be submitted in sealed envelope clearly marked on the outside

"Lake Park Harbor Marina Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".

End of Schedule of Bid Items Contract "B"

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

LIST OF SUBCONTRACTORS

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').

NAME OF COMPANY	ADDRESS OF COMPANY	PHONE/CONTACT
1)		
2)		
3)		
4)		
5)		

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of _____, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.

2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Authorized Signature (Date)

_____

Name & title (typed)

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company/Agency Name: _____
Address: _____
_____
_____

Point of Contact: _____
Phone Number: _____
Fax Number: _____

REFERENCE #2

Company/Agency Name: _____
Address: _____
_____
_____

Point of Contact: _____
Phone Number: _____
Fax Number: _____

REFERENCE #3

Company/Agency Name: _____
Address: _____
_____
_____

Point of Contact: _____
Phone Number: _____
Fax Number: _____

INCLUDE PROOF OF PROPER LICENSING (APPLICABLE LICENSING TO PERFORM THE REQUIRED SERVICES)

Include Landscape Architect, Arborist, Fertilizer Applicator, Pesticide Applicator as applicable

Include Subcontractors Performing These Services on the Page for "List of Subcontractors.

INCLUDE PROOF OF EXISTING INSURANCE

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____
Who, after being my me first duly sworn, deposed and says of his/her personal knowledge that:

(1) He is _____of _____, the Bidder
That has submitted a proposal to perform work for the following project:

Contract (Bid) # _____ Project Name:_____

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting the Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or process in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Lake Park or Lake Park CRA or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

_____
Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 2015 by _____, who is personally known to me or who has produced _____ _____ as identification.

NOTARY SEAL

Notary Signature:_____

Notary Name: _____

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statements:

1. The business address of _____ (name of bidder or contractor) is _____

2. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

_____

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of _____and

county of _____

on the_____ day of_____ , 20____ .

Notary Public (Affix seal)

My commission expires:

ANTI-KICKBACK AFFADAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, _____who, after being by me first duly sworn, deposes and says:

(1) I am_____ of _____ the bidder that has submitted a proposal to perform work for the following project:

Contract #_____Project name:_____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

_____
Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 2015

by _____, who is personally known to me or who has

produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name:_____
Notary Public-State of Florida

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he,/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (ex cept where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. Project

Name: _____ Company Name

and Address: _____

Signature: _____

Name & Title: _____

Ordinance on Second Reading

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 5, 2015 **Agenda Item No.** Tab 3

Agenda Title: UPDATING CHAPTER 54 OF THE CODE OF ORDINANCES TO INCLUDE THE UPDATED LANGUAGE TO THE FLORIDA BUILDING CODE 2014.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING - ORDINANCE ON 2nd READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager Bambi McKibben Lynn Acting Town Mgr. **Date:** 7/20/2015

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ 158.24** Funding Source: **Town Clerk** Acct. **# 106-48100** X Finance BKR	**Attachments:** **Legal Ad** **Ordinance 09-2015**
Advertised: Date: **07/26/2015** Paper: **Palm Beach Post** [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *ND* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:
The Town of Lake Park (contracted) Building Official, Mike Crisafulle of HyByrd, Inc., presented staff with the amendments to Chapter 1 of the Florida Building Code. The Palm Beach County Building Code Advisory Board prepared these local amendments to Chapter 1, Administration, for the 2014 edition of the Florida Building Code. These changes serve to clarify some of the provisions and provide more stringent provisions to some of the minimum state administrative standards. The Palm Beach County Building Code Advisory Board recommends that all local jurisdictions adopt the local amendments, which is the purpose of this agenda item. The Florida Building Code 2014 is currently in effect as of June 30, 2015. The adoption of the National Electrical Code by reference in Chapter 54, as well as the establishment of the wind speed lines currently in the Code, have not changed. The adoption relies upon the Florida Building Commission for appeals and the Town's Planning and Zoning Board for variance requests related to the Florida Building Code.

Town Commission 1st Reading – *July 15, 2015*: APPROVED 3-0.

Recommended Motion: I move to ADOPT Ordinance 09-2015 on second reading.

The Palm Beach Post
Real News Starts Here

RECEIPT

**LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK**

Please take notice that on Wednesday, August 5, 2015 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

Ordinance No. 09-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-8 OF THE TOWN CODE PERTAINING TO THE TOWN'S LOCAL AMENDMENTS TO CHAPTER ONE OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONDIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
7-26/ 2015 #452265

ORDINANCE NO. 09-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-8 OF THE TOWN CODE PERTAINING TO THE TOWN'S LOCAL AMENDMENTS TO CHAPTER ONE OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT ; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE..

WHEREAS, in 2010, the Florida Legislature enacted an updated version of the Florida Building Code, amending the minimum building construction standards which must be adopted and applied by all local governments in Florida; and

WHEREAS, the Florida Building Code and amendments thereto which have been enacted by the Legislature are codified in Section 553.73 Florida Statutes; and

WHEREAS, Section 553.73(4)(A) Florida Statutes, authorizes local governments to adopt local amendments to Chapter One of the Florida Building Code that are more stringent than the minimum state standards set forth therein; and

WHEREAS, the Palm Beach County Building Code Advisory Board prepared local amendments to Chapter One of the 2010 and 2014 versions of the Florida Building Code, which are more stringent than the minimum administrative standards set forth in the Florida Building Code; and

WHEREAS, the Palm Beach County Building Code Advisory Board recommends that all local governments in Palm Beach County adopt said local amendments to create uniformity within the Palm Beach County; and

WHEREAS, the Town's Building Official recommends that the Town Commission adopt the local amendments prepared and recommended by the Palm Beach County Building Code Advisory Board; and

WHEREAS, the Town Commission has determined that the amendments incorporated herein will promote the health, safety and general welfare of the residents and businesses of the Town of Lake Park.

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

Section 1: Chapter 54. Buildings and Building Regulations of the Code of Ordinances of the Town of Lake Park is hereby amended to update references to the Florida Building Code and to adopt local amendments to Chapter 1 of the Florida Building Code; providing that Chapter 54 shall hereafter read as follows:

Section 54-8 – Chapter One amendments adopted.

CHAPTER ONE-ADMINISTRATION

Section 101. GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the Town.

Exceptions:

1. Detached one- and two-family dwellings and multiple single-family dwellings (Townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the Florida Building Code, Residential.
2. Existing buildings undergoing repair, alterations or additions ~~and~~ or change of occupancy shall comply with Chapter 54 of this Code~~the Florida Building Code, Existing Building~~.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Florida Building Code, Residential. Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters, code officials, and emergency responders during emergency operations.

101.3.1 Quality Control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting and inspection of any building, system, or plan by the Town, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system, or plan, or their adequacy. The Town shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system, or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no Building Department or employee shall be liable in tort for damage from such conditions, in accordance with *Section 768.28(9)(a)* F.S., as may be amended.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

~~**101.4.1 Electrical.** The provisions of Chapter 27 of the Florida Building Code, Building shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.~~

101.4.~~2~~1 Gas. The provisions of the ~~International Fuel Gas Code with the Florida Fuel Gas Code Supplement~~ Florida Building Code, pertaining to Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.~~3~~2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.~~4~~3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.~~5~~4 Property maintenance. ~~**Reserved.**~~**The provisions of Chapter 54 ~~8~~ and Chapter 16 of the Town Code ~~and Florida Building Code~~ shall apply.**

101.4.~~6~~5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.~~7~~6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.~~8~~7 Accessibility. For provisions related to accessibility, refer to Florida Building Code, Accessibility.

101.4.98 Manufactured buildings. For additional administrative and special code requirements, see Section 4258, of the Florida Building Code, under Building, and Rule 61-41, Florida Administrative Code 9B-1 F.A.C.

101.4.9 Electrical. The provisions of Chapter 27 of the Florida Building Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.10 Flood Damage Prevention. The Town of Lake Park floodplain management Ordinance codified in Chapter 60 of the Town Code shall be considered part of the requirements of this Chapter 54 code relative to flood control. Conflicting requirements between the Florida Building Code and Chapter 60 of the Town Code shall be resolved in favor of the requirement that offers the greatest degree of flood damage prevention or alternatives that would provide an equivalent degree of flood damage prevention and an equivalent method of construction.

SECTION 102-APPLICABILITY

102.1 General. Where there is a conflict between a general code requirement and a specific code requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this Chapter 54code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in Chapter 34Chapter 54 of this code and the Florida Building Code, Existing Building. The following buildings, structures and facilities,

except for those located in a Special Flood Hazard Area, are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part V (*Sections 553.501-553.513,* F.S.) relating to accessibility by persons with disabilities., ~~and~~ ~~p~~Permits shall be required for structural support and tie down, electrical supply, and utility connections to such mobile or modular structures, as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in *Section 366.02*, F.S., which are directly involved in the generation, transmission or distribution of electricity.

(g) Temporary sets, assemblies or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and htatthat does not incorporate any electrical, plumbing, or other nonwood features. ~~**Exception:** Electrical or plumbing work or connection, or other non-wood features shall not be exempted from this code.~~

~~(i) Service provider water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.~~

(~~j~~i) Family mausoleums not exceeding 250 square feet (23m^2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(~~k~~j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k).) A building or structure having less than 1,000 square feet (93 m$_2$) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimensions and condition as existed on, or prior to January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;

2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and

3. Is not connected to an off-site electric power or water supply.

(l) Service or utility providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.

102.2.1 In addition to the requirements of *Section 553.79 and 553.80, F.S.*, facilities subject to the provisions of *Chapter 395*, F.S. (Hospital Licensing and

Regulation), and *Chapter 400,* F.S. Parts II and VIII (Nursing Homes), shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of *Chapter 395,* F.S., and Part II of *Chapter 400,* F.S., and the certification requirements of the federal government.

102.2.2 Residential Buildings or structures ~~**for residential uses moved**~~ moved into or the Town shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and is in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of original construction and are operational and safe for reconnection;
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the applicable Florida Statutes for all buildings or structures of the same residential occupancy class; and
7. ~~The requirements of Florida Building Code, Existing Building are also satisfied;~~

102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own, provided any addition or alteration shall not exceed 1,000 square foot (93m^2) or the square footage of the of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a non-owner within a certain cost limitation set by rule, provided the total cost shall not exceed $5,000 within any 12 month period.

c. Building inspection fees.

2. However, the exemptions under subparagraph 1. do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which

is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
3. Each code exemption, as defined in sub-subparagraphs 1.a., b., and c., shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.
4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.! of this Code and all such work is reported as required in Section 105,1.2 of this Code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

102.2.6 This Code does not apply to swings and other playground equipment accessory to a one- or two-family dwelling
Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 abd 102.4.2. ~~Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.~~

102.4.1 **Conflicts.** Where a conflicts occurs between provisions of this code and other referenced codes and standards referenced herein, the provisions of this Chapter 54code shall apply.

102.4.2 **Provisions in referenced codes and standards.** Where the extent of the provisions to a referenced code or standard includes subject matter that is within the scope of this Chapter 54code or the Florida Codes listed in Section 101.4, the provisions of this Chapter 54code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the [provisions in athe referenced code or standard Added in 2014 code.]

102.5 ~~Reserved.~~ Partial invalidity (Reserved FBC) In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of ~~this~~ the Town Code~~code~~ shall be permitted to continue without change, except as is specifically covered in this code, Town property maintenance Chapter 54 and Chapter 16, the Codes referenced in Section 101.4, or the Florida Fire Prevention Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.
3. A relocated building shall comply with the flood hazard area requirements of the new location, if applicable

102.8 Existing mechanical equipment. ~~An agency or local government~~ The Town may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code until the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.~~An The Town may not require that existing mechanical equipment on the surface of a roof be installed in compliance with the requirements of the Florida Building Code until the equipment is required to be removed or replaced.~~

SECTION 103-BUILDING DIVISION~~EPARTMENT~~ – Town of Lake Park Community Development Department

103.1 Establishment. There is hereby established a ~~department~~ division within the Town's Community Development Department to be called the Building Division~~epartment~~ and the person in charge shall be known as the Building Official. All code officials employed by the division~~department~~ shall be certified in accordance with *Chapter 468*, Part XII, F.S.

103.2 Restrictions on employees. An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he/she is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with their duties or conflict with the interests of the department, except as instructors.

SECTION 104-DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code, and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings, structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The building official shall carry proper identification, as issued by the Town, when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry.

> **104.6.1 Where it is necessary to make an inspection** to enforce any of the provisions of this code, or where the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, or premises, unsafe, dangerous or hazardous, the building official is authorized to enter the building, structure or premises at all reasonable times to inspect or to perform any duty imposed by this code, provided that if such building, structure or premises are occupied, that credentials be presented to the occupant and entry requested. If such building, structure, or premises are unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building, structure, or premises, and request entry. If entry is refused, the building official shall have recourse to every remedies provided by law to secure entry.

104.6.2 When the building official shall have first obtained a proper inspection warrant in accordance with *Chapter 933*, F.S. or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

104.7 Department records. The Town's building department shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per *Chapter 119*, F.S.

104.8 Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the Town in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee or member because of an act performed by that officer or employee or member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the Town until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used, recycled, or reclaimed materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the building department.

104.10.1 (Reserved FBC) Flood hazard areas. The Building Official shall not grant modifications to any provision required in *flood hazard areas* as established by Section 1612.3 unless a determination has been made that:

1. A showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site render the elevation standards of Section 1612 inappropriate.

2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.

4. A determination that the variance is the minimum necessary to afford relief, considering the flood hazard.

5. ~~[~~Through written evidence by the Applicant, the difference between the design flood elevation and the elevation to which the building is to be built; a statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation; and stating that construction below the design flood elevation increases risks to life and property.~~]~~

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. ~~When alternate life safety systems are designed, the SFPE Engineering Guide to Performance-Based Fire Protection Analysis and Design of Buildings, or other methods approved by the building official may be used. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.~~

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

~~**104.11.3 Accessibility.** Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with provisions of the Florida Building Code, Accessibility~~

104.12 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the building official.

SECTION 105-PERMITS

105.1 Required. Any contractor, owner, or agent authorized in accordance with *Chapter 489*, F.S. who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical, plumbing or fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the building official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems, or manufacturing equipment installations/relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility sites as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated. The building official is authorized to revoke such permit ~~or withhold the issuance of the future annual permits~~, if code violations are found to exist.

105.1.3 Food permit. As per *Section 500.12*, F.S., a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The Town~~local enforcing agency~~ may not issue a building permit to construct, develop, or modify a public swimming pool without having first received anproof of application, whether complete or incomplete, for an operating permit pursuant to Section

514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The townlocal enforeing agency shall conduct atheir review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The townlocal enforeing agency may confer with the Department of Health, if necessary.]

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code and requirements of the Town'slocal Floodplain Ordinance. Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having value of less than $1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access, or egress, or any local zoning -requirements.
2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work, with –no electrical or plumbing work.
3. Temporary motion picture, television and theater sets and scenery.
4. Swings and other playground equipment accessory to detached one- and two-family dwellings, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.
6. Non fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. Repairs and maintenance: Repair or replacement of *like* common household electrical fixtures, switches, and outlets on the load side of the electrical source. Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of common household plumbing fixtures to existing supply lines and outlets. This does not include water heaters.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official. ~~Prior~~ Notification shall be given to the building official including the work address, nature of emergency and scope of work immediately, or by next business day.

105.2.2 Minor repairs. Ordinary minor repairs or installation of replacement parts may be made with the approval of the building official, without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. **(Reserved FBC)** A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must otherwise comply with the requirements of *Sections 713.135(5) and (6)*, F.S. Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the Town on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use the Town's code enforcement offices, fees charged by the Town for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to Town any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under *Chapter 471*, F.S.:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler

system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure. An air- conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is $47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and $125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.

5. Electrical documents. See Florida Statutes, Section 471.003(2)(h) Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered

Engineer. The system, Requires an electrical system with a value of over $125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;

NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes

~~1. Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system:~~

~~A. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value of over $125,000; and~~

~~B.~~

~~1) Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.~~

~~2) Requires a plumbing system with 250 fixture units or more.~~

~~3) Requires Heating, ventilation and air-conditioning system that exceeds a 15 ton-per-system capacity, or if the project is designed to accommodate over 100 persons.~~

~~2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II or Contractor IV, certified under Section 633.521, *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.~~

~~3. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.~~

~~Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and sealed such document as provided in *Section 471.025*, F.S.~~

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned and shall bebecoming null and void 180 days

after the date of filing, unless the Building Official determines that such application has been pursued in good faith or that the permit was properlyhas been issued ~~, except that t~~The Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested by a written request, which includes the justification for the extensionin writing and justifiable cause demonstrated. ~~and invalid, six months after the date of filing, or for any 180-day period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding three months each. The extension shall be requested in writing prior to the abandonment date and justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth on the Town's fee schedule adopted by resolution of the Town Commission. There may be fees or requirements from other government agencies for permit application extensions and renewals.~~

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the Town's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in *Chapter 440,* F.S., Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in *Sections 440.10 and 440.38,* F.S.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building

where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 180 days of the contract's execution. The contract is subject to verification by the Department of Community Affairs.

105.3.8 Public right of way. A permit shall not be given by the building official for the construction~~, of any building, or for the~~ alteration, or relocation of any building ~~where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on~~impacting any street, alley or public lane, ~~or for the placing on any lot or premises of any building or structure removed from another lot or premises,~~ unless the applicant has received a right-of-way permit from the authority having jurisdiction over the right-of-way ~~street, alley or public lane~~.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the Town. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the Town shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of the Town.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit, or revalidation of the original permit, covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation of the original permit, is not obtained within six months from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 90 days each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance, and extension of a permit shall be set forth on the Town's fee schedule adopted by resolution of the Town Commission. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.5 Expiration. Reserved FBC. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 6 months after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 6 months after the time the work is commenced. The *Building Official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 90 days each. The extension shall be requested in writing and shall include good cause for the justification for the extensionjustifiable cause demonstrated.

105.5 105.6 ~~Suspension~~ Denial or Revocation of permits. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the townlocal enforcing agency to be not in compliance with the Florida Building Code, the townlocal enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the town's Building Officiallocal building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, hethe local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the town and permit applicant.

105.6.1 Misrepresentation of application. The ~~building official~~ Building Official may suspend or revoke a permit or approval, issued under the provisions of this Chapter 54~~code~~,

in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The Building Official~~building official~~ may require correction or ~~suspend or~~ revoke ~~a~~the permit upon determination by the Building Official ~~building official~~ that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. ~~As per~~ In accordance with *Section 713.135*, F.S., when any person applies for a building permit, the Town shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The Town shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of *Section 469.003*, F.S., and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to Section 105.3.6 "Asbestos Removal" above, for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates shall be provided as each required protective treatment is completed, supplying one copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for re-inspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required

inspection. This provision is only for the Florida Building Code; all other Agency approvals necessary for construction must be secured prior to this provision being applied.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes. This provision is only for the Florida Building Code, all other Agency approvals necessary for construction must be secured prior to this provision being applied.

105.14 Permit issued on basis of an affidavit. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall inspect such work. The building official may without any examination or inspections accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed. In addition, they shall certify conformity to the permit, and upon completion of the structure, electrical, gas, mechanical or plumbing systems make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under *Chapter 468*, F.S., Part XII and that any person conducting inspections is qualified as a building inspector under *Chapter 468*, F.S. Part XII. Nothing aforesaid shall preclude plan review or inspections by the building official.

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code*.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single family detached residential structures that is located in the wind borne debris region as defined in this Code and that has an insured value of $750,000 or more, or, if the site built single family detached residential structures is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or

more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Single family residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) The town or Building Official ~~A local enforcing agency, and any local building code~~ administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1 A substantial improvement as defined in Section 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.

2 A change of occupancy as defined in the *Florida Building Code*.

3 A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), Florida Statutes or as defined in the *Florida Building Code*.

4 A historic building as defined in the *Florida Building Code*.

(c) This subsection does not prohibit the town~~a local enforcing agency~~, or the Building Official~~any local building code administrator, inspector, or other official or entity~~, from:

1 Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2 Inspecting a physically nonadjacent portion of any other building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which a~~the~~ permit has been~~s~~ sought in accordance with subsection~~the prohibition in paragraph~~ (a), above.

3 Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to an~~the~~ inspection of that portion of the building, structure, or real property in accordance with subsection~~the prohibition in paragraph~~ (a), above.

4 Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20 through 933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.—

(1) As used in this subsection, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, *Florida Statutes.*

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.

(2) Notwithstanding any provision of this Chapter 54Code, this subsection shall applyapplies to low-voltage alarm system projects for which a permit is required by a local enforcement agency.

(3) This subsection does not apply to the installation or replacement of a fire alarm if a plan review is required.

(4) The townA local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, *Florida Statutes.*

(a) The townA local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the issuance of the label. A contractor may purchase labels in bulk.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on athe project.

(6) A contractor is not required to notify the townlocal enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor shallmust submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the townlocal enforcement agency within 14 days after completing athe project. The townA local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System for a pProject.

(7) A project utilizing anThe Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), *Florida Statutes.*

(8) A project with a low-voltage alarm system project may be inspected by the townlocal enforcement agency to ensure compliance with applicable codes and standards. If a project with a low-voltage alarm system project fails an inspection, the contractor shallmust take such corrective actions as may be necessary to pass inspection.

A municipality, county, district, or other entity of local government may not adopt or maintain in effect an ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(9) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this subsection.

~~The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, *Florida Statutes*.~~

~~These provisions shall not conflict with any current statutory language.~~

SECTION 106-FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m2), such design live loads shall be conspicuously posted by the owner in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by *Chapter 471*, F.S. & 61G-15 F.A.C. or *Chapter 481*, F.S. & 61G-1 F.A.C. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the building official, and may require only one set of submittals.

> **Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

~~If the design professional is an architect, interior designer, landscape architect, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in *Chapter 481*, F.S., Part I, or landscape architecture as provided for in *Chapter 481*, F.S., Part II, or engineering as provided for in *Chapter 471*, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.~~

107.2 Construction documents. Construction documents shall be in accordance with Sections 107.2.1 through 107.2.5.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents shall be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design. (See also Section 107.1~~3.5~~).

107.2.1.1 **For roof assemblies required by the code,** the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.

107.2.1.2 **Additional data.** The Bbuilding Oofficial may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Bbuilding Oofficial to be prepared by an architect or engineer shall be affixed with their official seal, signature and date in accordance withas state law requires.

107.2.1.3 **Quality of building plans.** Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish through divisional policy, other standards for plans and specifications, in order to provide conformity to its record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

~~**107.2.1.1 Fire protection system shop drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.~~

~~**107.2.1.2 For roof assemblies required by the code,** the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the~~

~~wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.~~

~~**107.2.1.3 Additional data.** The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.~~

~~**107.2.1.4 Quality of building plans.** Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish through departmental policy, other standards for plans and specifications, in order to provide conformity to its record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.~~

107.2.2 ~~Reserved.~~ Fire protection system shop drawings. Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this Chapter 54code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

107.2.5 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and

construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

107.2.5.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.5.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans muxt be open to inspection by the building official or a duly authorized representative, as required by the Florida Building Code.

107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to *Section 553.77(5)*, F.S., and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly (including utility crossover connections) and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to 9B-1.009, F.A.C., shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be noted, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

107.3.4 Design professional in responsible charge. (Reserved FBC)

~~**107.3.4.1 General.**~~ When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by DCS Rule 61G20 ~~Chapter 9N-3 F.A.C.~~ shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1~~2~~ Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official.
Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.

107.3.4.2~~3~~ Certifications by contractors authorized under the provisions of *Section 489.115(4)(b)* F.S., shall be considered equivalent to sealed plans and specifications by a person licensed under *Chapter 471*, F.S., or *Chapter 481* F.S., by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two-family dwellings. The townLocal enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause

shown, the townlocal ~~government code enforcement agencies~~ may accept or reject plans sealed by persons licensed under Chapters 471,481 or 489, *Florida Statutes.*
~~by the Town for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two-family dwellings. The Town may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, the Town's code enforcement officer may accept or reject plans sealed by persons licensed under *Chapters 471,481 or 489,* F.S.~~

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

107.3.5.1 Commercial Buildings:

107.3.5.1.1 Building

1. Site requirements:
   Parking
   Fire access
   Vehicle loading
   Driving/turning radius
   Fire hydrant/water supply/post indicator valve (PIV)
   Set back/separation (assumed property lines)
   Location of specific tanks, water lines and sewer lines
   Flood hazard areas, flood zones, and design flood elevations.
2. Occupancy group and special occupancy requirements shall be determined.
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
   Fire-resistant separations
   Fire-resistant protection for type of construction Protection of openings and penetrations of rated walls
   Fire blocking and draft-stopping and calculated fire resistance
5. Fire suppression systems shall include:
   Early warning smoke evacuation systems
   Schematic fire sprinklers
   Standpipes
   Pre-engineered systems
   Riser diagram
6. Life safety systems shall be determined and shall include the following requirements:
   Occupant load and egress capacities
   Early warning
   Smoke control

Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:
Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stairs construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:
Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope
Structural calculations (if required)
Foundation
Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:
Wood
Steel
Aluminum
Concrete
Plastic
Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)
Roofing
Insulation

10. Accessibility requirements shall include the following:
Site requirements
Accessible route

Vertical accessibility
Toilet and bathing facilities
Drinking fountains
Equipment
Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:
Interior finishes (flame spread/smoke development)
Light and ventilation
Sanitation

12. Special systems:
Elevators
Escalators
Lifts

13. Swimming Pools:
Barrier Requirements
Spas
Wading pools

107.3.5.1.2 Electrical

1. Electrical:
Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding
Wiring methods and materials
GFCIs
2. Equipment.
3. Special occupancies.
4. Emergency systems.
5. Communication systems.
6. Low voltage.
7. Load calculations.
8. Design flood elevation.

107.3.5.1.3 Plumbing

1. Minimum plumbing facilities.
2. Fixture requirements.
3. Water supply piping.
4. Sanitary drainage.
5. Water heaters.

6. Vents.
7. Roof drainage.
8. Back flow prevention.
9. Irrigation.
10. Location of water supply line.
11. Grease traps.
12. Environmental requirements.
13. Plumbing riser.
14. Design flood elevation.

107.3.5.1.4 Mechanical

1. Energy Calculations
2. Exhaust systems:
Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3. Equipment.
4. Equipment location.
5. Make-up air.
6. Roof-mounted equipment.
7. Duct systems.
8. Ventilation.
9. Combustion air.
10. Chimneys, fireplaces and vents.
11. Appliances.
12. Boilers.
13. Refrigeration.
14. Bathroom ventilation.
15. Laboratory.
16. Design flood elevation.

107.3.5.1.5 Gas

1. Gas piping.
2. Venting.
3. Combustion air.
4. Chimneys and vents.
5. Appliances.
6. Type of gas.
7. Fireplaces.
8. LP tank location.
9. Riser diagram/shutoffs.
10. Design flood elevation.

~~**107.3.5.1.6 Energy Calculations**~~

107.3.5.2 Demolition

1. Asbestos removal.

107.3.5.3 Residential (One and Two-Family)

1. Site requirements.
   Set back/separation (assumed property lines)
   Location of septic tanks
2. Fire-resistant construction (if required) .
3. Smoke detector locations.
4. Egress.
   Egress window size and location stairs construction requirements
5. Structural requirements shall include:
   Wall section from foundation through roof, including assembly and materials connector tables
   Termite protection
   Design Loads
   Wind requirements
   Building envelope
   Structural calculations (if required)
   Foundation
   Wall systems
   Floor systems
   Roof systems
6. Accessibility requirements: show/identify accessible bath.
7. Impact resistant coverings or systems.
8. Required Florida Product Approvals.
9. Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials.
10. Electrical:
    Electric service riser with wire sizes, conduit detail and grounding detail.
    Complete load calculations, Panel schedules
11. Mechanical:
    , Equipment and location, Duct systems
12. Plumbing:
    Plumbing riser
13. Gas:
    Gas piping
    Venting
    Combustion air
    Chimneys and vents
    Appliances
    Type of gas

Fireplaces
LP tank location
Riser diagram/shutoffs
14.Energy Calculations.

107.3.5.4 Swimming Pools

1. Barrier requirements.
2. Spas.
3. Wading pools.

107.3.5.5 Exemptions.

Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Minor electrical, plumbing and mechanical repairs.
3. Annual maintenance permits.
4. Prototype plans: except for local site adaption, siding, foundations and/or modifications. Except for structures that require waiver.

~~4. Manufactured buildings or prototype building plans except for local site adaptations and foundations of buildings, which are constructed on site, and modifications or structures that require waiver.~~

~~a. Site requirements~~
~~setback/separation (assumed property lines)~~
~~location of septic tanks (if applicable)~~
~~b. Structural~~
~~wind zone~~
~~anchoring~~
~~blocking~~
~~c. Plumbing~~
~~List potable water source and meter size (if applicable)~~
~~d. Mechanical~~
~~exhaust system~~
~~clothes dryer exhaust~~
~~kitchen equipment exhaust~~
~~e. Electrical~~
~~exterior disconnect location~~

5. Manufactured buildings plan except for foundations and modifications of buildings on site.

107.4 Amended construction documents. Work shall be installed in accordance with the approved~~reviewed~~ construction documents, and any changes made during construction that are not in compliance with the approved ~~reviewed~~ construction documents shall be resubmitted for review as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved~~official~~ construction documents shall be retained by the building official as required by Florida Statutes.

107.6 Affidavits. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under *Chapter 468*, F.S., Part XII and that any person conducting inspections is qualified as a building inspector under *Chapter 468*, F.S. Part XII.

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the *Florida Building Code.*

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 6months. The building official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

108.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70 ~~Chapter 27 of the Florida Building Code, Building~~.

108.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

109.1 ~~Prescribed~~Payment of ~~f~~Fees. A permit application shall not be valid ~~issued~~ until the fees prescribed by the town hasregulating authorities have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. ~~authorized under *Section 553.80*, F.S., have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, and mechanical or gas systems has been paid.~~

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, as set forth on the Town's fee schedule adopted by resolution of the Town Commission.

109.3 Building permit valuations. If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed, quantity estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building official. For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, relative site work, architectural and design fees, marketing costs, overhead and profit; excluding only land value. Valuation references may include the latest published data of national construction cost analysis services (Marshall-Swift, Means, etc.). Final building permit valuation shall be set by the building official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits shall be subject to a penalty fee in addition to the required permit fees, as set in approved fee schedule set forth on the Town's fee schedule adopted by resolution of the Town Commission. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases, there should be immediate notification to the Building Official and the required permit(s) must be applied for within three business (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a penalty fee. The payment of a penalty fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Bbuilding Oofficial may grant extensions of time or adjust penalties when justification cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law

109.6 Refunds. The building official is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the Town. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the Town shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. The Bbuilding Oofficial shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the building official nor the Town shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the building official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Other inspections services. The Bbuilding Oofficial may make, or cause to be made by others, the inspections required by Section 109 of this code. He/she may accept reports of inspectors of recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service. The Bbuilding Oofficial may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction
2. For all major structural alterations
3. Where the concrete design is based on compressive strength (f 'c) in excess of 3000 pounds per square inch
4. For pile driving
5. For buildings with area greater than 20,000 square foot
6. For buildings more than 2 stories in height
7. For buildings and structures of unusual design or methods of construction

Such inspectors shall be adequately present at times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, *Florida Statutes* may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.

At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the building official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs:

1. are found to be insufficient by the building official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a Registered Florida Professional Engineer to inspect and certify the installation and/or construction.

110.1.3.1 Affidavits for inspection may not be utilized for inspection of specific construction requirements contained in 44CFR Sections 59 and 60 and a local Floodplain Management Ordinance for construction located in Special Flood Hazard areas.

110.2 Preliminary inspection. Subject to the limitations of *Chapter 553*, F.S., before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.2.1 Existing building inspections. Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He/she may inspect the buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, before, during and upon completion of the work for which a permit was issued. He/she shall make a record of every such examination and inspection and of all observed violations of the technical codes. Additional regulations in the Florida Building Code, Existing Building may apply.

110.3 Required inspections. The building official upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of

when inspections occur and what elements are inspected at each inspection. A complete survey or special purpose survey may be required before an inspection is approved.

A. Building

1. Foundation inspection. To be made after trenches are excavated and forms erected and required reinforcing steel is in place and, shall at a minimum include the following building components:
   - Stem-wall
   - Monolithic slab-on-grade
   - Pilings and pile caps
   - Footings/grade beams

   1.1. Slab/Floor Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel or framing members installed and all building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

   A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector.

   1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification, required in Section 1612.5, shall be submitted to the building official.

2. Construction Inspections:

   2.1. Lintel/tie beams/columns/masonry units. To be made after masonry units, forms, reinforcing steel, shoring, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed.

   2.2. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:
   - Roof sheathing
   - Wall sheathing
   - Floor sheathing
   - Sheathing fasteners
   - Roof/wall dry-in.
   - Gypsum board, as required
   - Sheathing/cladding inspection

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be corrected prior to installation of the dry-in material.

2.3. Framing inspection. To be made after the roof deck or sheathing, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:

- Window/door framing and installation. Verify rough opening dimensions are within tolerances, buck and attachments
- Lintel/tie beams complete, if applicable.
- Framing/trusses/bracing/connectors (including truss layout drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Fire resistant assemblies, joints and penetrations, as required
- Accessibility.

3. Roofing inspection. Shall at a minimum include the following building components:
   - Dry-in
   - Insulation
   - Roof coverings (including in-progress)
   - Flashing
4. Energy insulation, thermal and ignition barriers.
5. Lath/Drywall. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

   Exception: Gypsum board that is not part of a fire-resistance- rated assembly or a shear assembly, unless otherwise determined by the building official.

6. Final inspection. To be made after the building is completed and ready for occupancy.

   6.1. Lowest floor elevation. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.
7. Swimming pool inspection.
   - First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain, and prior to placing of concrete shell.
   - Underground electric inspection
   - Underground piping inspection including a pressure test
   - Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in placed.
   - Final electric inspection to be made prior to filling the swimming pool with water.
   - Final permanent barrier inspection is to be made prior to filling the swimming pool with water.

- In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.
- Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

8. Demolition inspections.
   - First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations
   - Final inspection to be made after all demolition work is completed
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (See Section 423.27.20).
10. Where impact-resistant coverings or impact resistant systems are installed to meet requirements of this code, the building official shall schedule adequate inspections of impact-resistant coverings or impact resistant systems to determine the following:
    - The system indicated on the plans was installed.
    - The system is installed in accordance with the manufacturer's installation instructions and the product approval.

B. Electrical

1. Underground inspection (including bonding and ground). To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the building is dried-in, framing, fire-blocking and bracing is in place, and prior to the installation of insulation (if applicable), or wall or ceiling membranes.
3. Low Voltage: To be made for security, alarm, elevator, and special uses
4. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

C. Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire-blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to the installation of insulation (if applicable), or wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

D. Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping is installed, and before any backfill is put in place.

   Rough-in inspection. To be made after the building is dried-in, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of insulation (if applicable), or wall or ceiling membranes

2. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

E. Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

F. Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean,
2. ~~All debris shall be kept in such a manner as to prevent it from being spread by any means.~~

110.3.1 Footing and foundation inspection. ~~**Reserved.**~~ Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Reserved.

110.3.3 Lowest Floor Elevation. Reserved.

110.3.~~3~~4 Frame Inspection. Reserved. ~~**Reinforcing steel and structural frames.** Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request.~~

~~**110.3.4 Termites.** Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the building official has been received. (Also refer to Sections 105.10 and 105.11)~~

~~**110.3.5 Shoring.** For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.~~

110.3.5 Lath and Gypsum Board Inspection. Reserved.

110.3.6 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

110.3.7 Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R- and U-values, fenestration U-valu, duct system R-value, and HVAC and water-heating equipment efficiency.

~~**110.3.7 Threshold building.**~~

~~**110.3.7.1 The Town shall require a special inspector** to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the Town prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.~~

~~**110.3.7.2 The special inspector shall determine** that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the Town. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number of stories criteria which would result in classification as a threshold building under *Section 553.71*, F.S. may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.~~

~~**110.3.7.3 The fee owner of a threshold building** shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the Town. The inspector shall be a person certified, licensed or registered under *Chapter 471*, F.S. as an engineer or under *Chapter 481*, F.S. as an architect.~~

~~**110.3.7.4 The Town shall require** that, on every threshold building:~~

~~**110.3.7.4.1 The special inspector, upon completion of the building** and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the Town in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the Town."~~

~~**110.3.7.4.2 Any proposal to install an alternate structural product or system** to which building codes apply shall be submitted to the Town for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.~~

~~**110.3.7.4.3 All shoring and reshoring procedures,** plans and details shall be submitted to the Town for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.~~

~~**110.3.7.4.4 All plans for the building which are required to be signed and sealed** by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the Town in accordance with this section and *Chapter 633*, F.S.~~

~~**110.3.7.5 The Town may not issue a building permit for construction of any threshold building except to a licensed general contractor,** as defined in *Section 489.105(3)(a)*, F.S., or to a licensed building contractor, as defined in *Section 489.105(3)(b)*, F.S., within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.~~

~~**110.3.7.6 The building department may allow a special inspector to conduct the** minimum structural inspection of threshold buildings required by this code, *Section 553.73,* F.S., without duplicative inspection by the building department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under *Chapter 468,* F.S., Part XII or certified as a special inspector under *Chapter 471 or 481,* F.S.. Inspections of threshold buildings required by *Section 553.79(5),* F.S., are in addition to the minimum inspections required by this code.~~

~~**110.3.8 Reserved.**~~

~~**110.3.9 Other inspections services.** The building official may make, or cause to be made by others, the inspections required by Section 109. He/she may accept reports of inspectors of recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service. The building official may require the owner to employ an inspection service in the following instances:~~

1. ~~For buildings or additions of Type I construction.~~
2. ~~For all major structural alterations.~~
3. ~~Where the concrete design is based on compressive strength (f'c) in excess of 3000 pounds per square inch.~~
4. ~~For pile driving.~~
5. ~~For buildings with area greater than 20,000 square foot.~~
6. ~~For buildings more than 2 stories in height.~~
7. ~~For buildings and structures of unusual design or methods of construction.~~

~~Such inspectors shall be adequately present at times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer, or a person licensed under *Chapter 468*, Part XII, F.S. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.~~

~~At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.~~

~~**110.3.9.1 Affidavit for Inspection.** With specific prior approval of, and in a format acceptable to the building official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the building official to demonstrate compliance with~~

~~this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a Registered Florida Professional Engineer to inspect and certify the installation and/or construction.~~

110.3.10 Inspections prior to issuance of Certificate of Occupancy or Completion. The building official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the building official shall give first priority to inspections of the construction, addition, or renovation to, any facilities owned or controlled by a state university, state community college or public school district.

110.3.11 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6 of this code, Section 2304.13 of this code or Section 2304.11.6 of this code, specifically required to be inspected for termites in accordance with Section 2114 of this code, or

required to have chemical soil treatment in accordance with Section 1816 of this code shall not be covered or concealed until the release from the building official has been received. (Also refer to Sections 105.10 and 105.11 of this code)

110.3.12 Impact Resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the Bbuilding Oofficial shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.

2. The system is installed in accordance with the maufacturer'smanufacturer's installation instructions and the product approval.

110.3.13 Reinforcing steel and structural frames. Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request

110.4 Inspection agencies. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty

of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building inspector. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida registeredlicensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under Florida Statute 553.71(7), may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 **The special inspector, upon completion of the building** and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 **Any proposal to install an alternate structural product** or system to which building codes apply shall be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 **All shoring and reshoring procedures,** plans and details shall be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 **All plans for the building** which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire- safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes.*

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes,* or to a licensed building contractor, as defined in Section 489. 105(3)(b), *Florida Statutes,* within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building division may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes,* without duplicative inspection by the Building Division. The Bbuilding Oofficial is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes,* or certified as a special inspector under Chapter 471 or 481, *Florida*

Statutes. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

110.27 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage run-offs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional shall be submitted to the inspector in order to receive approval of the final inspection.

SECTION 111-CERTIFICATES OF OCCUPANCY AND COMPLETION

111.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a Certificate of Occupancy therefore as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the building official.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

111.2 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the building department or other agency whose approval is inherent in the building permitting process, the building official shall issue a Certificate of Occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building department.
7. The name of the building official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building permit.

111.3 Temporary/partial occupancy. A temporary/partial Certificate of Occupancy or Certificate of Completion may be issued for a portion or portions of a building that may safely be occupied prior to final completion of the building. The building official may require, once all life safety issues have been complied with, an applicant to provide adequate cash surety for unfinished work or revision of plans until a permanent Certificate of Occupancy or Certificate of Completion is granted. The purpose of the cash surety is to insure completion of work under this permit. Such cash surety shall be equal to one hundred ten percent (110%) of the estimated value of the remaining work, including labor and material, as determined by the design professional. The design professional shall submit a signed and sealed document attesting to the amount required to cover the cash surety. If work has not been completed and all finals requested within 90 days of issuance of the initial Temporary/Partial Certificate of Occupancy or Certificate of Completion, the jurisdiction retains the right to have the applicant surrender the cash surety. The jurisdiction then may use the surety to finish the remaining work. The surety shall be in the form of cash money, certified check, or cashier's check. Surety shall be returned upon approval of all final inspections and upon written request that has been approved by the building official. This provision is only for the Florida Building Code; all other Agency approvals necessary for construction must be secured prior to this provision being applied.

~~**111.4 Certificate of Completion.** Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.~~

111.~~4~~5 Revocation. The building official is authorized to, in writing, suspend or revoke a Certificate of Occupancy or Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.

111.6 Fixturing and Stocking. The Building Official is authorized to issue approval for fixturing, stocking, training, or decorating, when appropriate, to allow the builder to prepare the structure for permanent occupancy. The building may not open to the general public or be used for the transaction of any commerce. Such approval must be conditioned upon the approval of the Fire Marshal, when applicable.

111.7 Digital Submittal Requirements for New Construction.

111.7.1 Building Footprints. The Building Official is authorized to require the submittal of digital shape (CAD) files, in a specific format, depicting a geo-referenced footprint with elevation for all new structures as a condition of the issuance of a Certificate of Occupancy.

111.7.2 Subdivision Topography. The Building Official is authorized to require the submittal of electronic topographical data for all new subdivisions over 5 acres or 5 lots for the purposes of updating and maintaining the community's flood maps.

SECTION 112- SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official and a Certificate of Occupancy or Completion is issued. The servicing utility company shall not connect the power supply until notified by the building official.

112.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary Certificate of Occupancy.

112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life, or property, or unsafe condition, or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The building official shall notify the serving utility, and whenever possible the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 ~~BUILDING BOARD OF ADJUSTMENT AND~~ APPEALS AND VARIANCES

~~**113.1 Appointment.** There is hereby established a board to be called the Building Board of Adjustment and Appeals, which shall consist of seven members and two alternates. The Town Commission shall appoint the Board.~~

~~**113.2 Membership and Terms**~~

~~**113.2.1 Membership.** The Building Board of Adjustment and Appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include, to the greatest extent possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest, or otherwise in violation of Florida and Palm Beach County ethics codes.~~

~~**113.2.2 Terms.** The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12 month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.~~

~~**113.2.3 Quorum and voting.** A simple majority of the board shall constitute a quorum. In varying any provision of this code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the building official, not less than four affirmative votes, but not less than a majority of the board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.~~

~~**113.2.4 Secretary of board.** The Town clerk or his/her authorized representative shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.~~

~~**113.3 Powers.** The Building Board of Adjustments and Appeals shall have the power, as further defined in 116.4, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes.~~

113.~~4~~1 Appeals

113.~~4~~1.1 Decision of the building official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the building official to the ~~Building Board of Adjustment and Appeals~~ Florida Building Commission pursuant to

Florida State Statute 553.775 whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case, which the building official has rejected or refused.
4. The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

113.~~4~~.2 Variances. The Planning and Zoning Board, as established in the Town Code, ~~Building Board of Adjustments and Appeals~~, when upon written request by an Applicant, ~~has been so appealed to and after a hearing,~~ may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest. Review and recommendation by the Building Official to the Board is required. ~~, and also~~Application must also adhere to the Town Code criteria for Variance applications.~~finds all of the following:~~

~~1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.~~

~~2. That the special conditions and circumstances do not result from the action or inaction of the applicant.~~

~~3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other buildings, structures or service system.~~

~~4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.~~

~~5. That the grant of the variance will be in harmony with the general intent and purpose of this code and will not be detrimental to the public health, safety and general welfare.~~

113.4.2.1 Conditions of the variance. In granting the variance, the ~~b~~Board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the ~~b~~Board may prescribe appropriate conditions and safeguards in conformity with this code. Violation of the conditions of a variance shall be deemed a violation of this code.

~~**113.4.3 Notice of appeal.** Notice of appeal shall be in writing and filed within 30 calendar days after the building official renders the decision. Appeals shall be in a form acceptable to the building official and the Town attorney.~~

~~**113.5 Procedures of the board.**~~

~~**113.5.1 Rules and regulations.** The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.~~

~~**113.5.1.1 Rules of Evidence.** Formal rules of evidence shall not apply, but fundamental due process should be observed and govern the proceedings. Upon determination by the Chairperson, irrelevant, immaterial, or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonable, prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form. The Board may request certain evidence be provided by an architect or engineer registered in the State of Florida, in which case said evidence shall be signed, sealed, and dated.~~

~~**113.5.1.2 Testimony.** Any member of the Board or the attorney representing the Board may inquire of, or question, any witness before the Board. Any member of the Board, the petitioner or his/her attorney, and/or the building official shall be permitted to inquire of any witness before the Board. The Board may consider testimony presented by the building official, the petitioner, or any other witness.~~

~~**113.5.2 Decisions.** The Building Board of Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of this code, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.~~

~~**113.6 Local Construction Regulation Board.** The local government may also utilize this Board to convene as the Local Construction Regulation Board (LCRB), as provided in *Section 489.113*, F.S. The LCRB may deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if the board has found such contractor, through public hearing, to be guilty of fraud or a willful building code violation within the county or municipality that the board represents. The board may also, deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if it has proof through the public hearing process, that a contractor has been found guilty in another county or municipality within the past 12 months, of fraud or a willful building code violation and after providing notice of an opportunity to be heard to the contractor, finds that such fraud or violation would have been fraud or a violation if committed in the county or municipality that the local construction board represents. Notification of and information concerning such permit denial shall be submitted to the department within 15 days after the local construction regulation board decides to deny the permit.~~

SECTION 114-VIOLATIONS

Any person, firm, corporation or agent who shall fail to comply with a provision of this code, or, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, without full compliance with applicable codes, laws, ordinances, rules and regulations, shall be guilty of a violation. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of applicable codes, laws, ordinances, rules and regulations is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws. Nothing in this section shall prevent the Town from imposing fines, liens, or seek injunction relief, or exercising other enforcement powers as permitted by law. Code enforcement and penalties of *Chapter 162* F.S. Part I shall be authorized if building work begins without payment of all required fees, and for the purposes of enforcing this code, code officials licensed under *Chapter 468*, F.S., Part XII are deemed "Code Inspectors", as defined in *Section 162.04*, F.S.

SECTION 115-STOP WORK ORDER

115.1 Stop work orders. Upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116-UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the building official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with the this Code. The extent of repairs shall be determined by the building official.

116.1.1 When the building official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system a written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof. At the option of the Town, the processes and procedures for code enforcement under *Chapter 162* F.S. may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the building official shall act in the role of code inspector to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the building official. The building official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the building official, or for any person to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the building official, acting as a code inspector, shall notify an enforcement board or special magistrate and request a hearing. In the case of the violation posing a serious threat, and after having ascertained the cost, the building official may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such action does not create a continuing obligation on the part of the building official or the Town to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the building official shall be final in cases of emergency, which, in the opinion of the building official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Enforcement proceedings; hearings. Violation proceedings and hearings for unsafe structures and equipment will be conducted before the code enforcement board or special magistrate in accordance with the provisions set forth in *Chapter 162*, F.S.. The owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court is required to make disclosures as outlined in *Chapter 162*, F.S. before a transfer of property, and failure to make the required disclosures creates a presumption of fraud.

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116.3 Administrative fines; costs to repair; liens. All costs associated with taking a case before the enforcement board or special magistrate shall be recovered where the Town prevails. Whenever one of the orders of the enforcement board or the special magistrate has not been complied with by the time set for compliance, for each day thereafter during which each violation continues past the date set for compliance, the enforcement board or the special magistrate may impose a fine. All costs incurred as a result of actions taken per Section 116.1.3 are charged to the violator. A certified copy of an order imposing a fine, or a fine plus repair, and the costs of prosecuting the case, may be recorded in the public records and shall thereafter constitute a lien against the land where the violation exists and upon any other real or personal property owned by the violator.

116.4 Appeal. An aggrieved party, including the Town, may appeal a final administrative order of an enforcement board or special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

SECTION 117- VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

~~**TESTS**~~

~~**The building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or agent, by an approved testing laboratory or other approved agency.**~~

SECTION 118-RESERVED

SECTION 119-SEVERABILITY

If any section, subsection, sentence, clause or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

Sec. 54-8.1 Establishment of wind speed lines

~~[This section is repealed in its entirety and replaced with the following text]~~

As required by paragraph 1609.3 of the Florida Building Code, wind speed lines in the area of jurisdiction of the Town are hereby established as set forth on the basic wind speed map, which is hereby adopted and incorporated as if fully set forth in this section, of which copies have been and are now filed in the office of the building official of the Town. Pursuant to Figures 1609A, B and C of the Florida Building Code, design wind speeds are as follows:

Category I buildings– 160 mph
Category II buildings- 170 mph
Category III and IV buildings - 180 mph

Sec. 54-8.2 National Electrical Code adopted.

The most current edition of the National Electrical Code, of which copies have been and are now filed in the office of the building official of the Town, is hereby adopted and incorporated as if set forth at length in this section.

Secs. 54-9 – 54-30. Reserved.

Section 2. 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 3. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and 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. Effective Date. This Ordinance shall take effect immediately upon adoption.

New Business

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 5, 2015 **Agenda Item No.** Tab 4

Agenda Title: Request Commission Approval to Negotiate a Contract with CPZ Architects, Inc. for Architectural/Engineering Services in Response to RFP No.104-2015, Kelsey & Lake Shore Park Restrooms and Tennis Court Lighting

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 7-17-15

David Hunt/ Director of Public Works
Name/Title

Originating Department: Public Works	**Costs: $ To be determined** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Advertisement** **RFP 104-2015** **Response submitted by:** **CPZ Architects** **West Architecture + Design** **Architects Design Collaborative** **Evaluation Martrix** **Minutes of Evaluation Committee Meeting**
Advertised: **Date: May 31, 2015** **Paper: Palm Beach Post** [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone** _____ or Not applicable in this case __ **Please initial one.**

Summary Explanation/Background:
The Town is the recipient of Community Development Block Grant in the amount of $403,591.00 for the design and construction of two restrooms and replacement of tennis

court lighting at the Kelsey and Lake Shore Parks. As part of the agreement the Town is to procure a consultant to prepare the design drawings and specifications. The Town prepared the Request for Proposal and on May 31, 2015 advertised RFP 104-2015. Nineteen professional firms requested the RFP packet thru the Town Clerks' office.
The deadline for receipt of the responses to the RFP was June 30. Three proposals were received and copies of each firm's proposal were distributed to members of an evaluation committee selected by the Town Manager. The Evaluation Committee consisted of David Hunt, Director of Public Works; Brandon Selle, Seacoast Utility Authority Capital Projects Administrator; Hoa Hoang, Information Technology Officer; Kathleen Carroll, Recreation Manager; Richard Pittman, Project Manager. The Evaluation Committee met on July 16 and ranked the three firms proposals based on the attached mtetrics.

The three firms and their rankings are as follows:

CPZ Architects, Inc.	14 points
West Architectural + Design	9 points
Architect Design Collaborative	7 points

The selection process is to follow the Consultants Competitive Negotiation Act (CCNA). CCNA requires that professional consulting services selection be based on qualifications. CPZ Architects, Inc. is the highest ranked firm and therefore negotiation of a contract should proceed with CPZ Architects, Inc.. In the event negotiation of a contract with CPZ Architects is not successful, the negotiation would proceed with West Architecture + Design.

CPZ Architects, Inc. has been in business since 2002. Their primary office is located in Plantation, Fl. and they have a satellite office in Jensen Beach.

Recommended Motion: To approve authorization for the Town Manager to negotiate a **contract with CPZ Architects, Inc. for Architectural/Engineering services associated with RFP 104-2015**

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RECEIPT

TOWN OF LAKE PARK
REQUEST FOR PROPOSAL
ARCHITECTURAL / ENGINEERING SERVICES
KELSEY AND LAKESHORE PARK RESTROOMS &
TENNIS COURT LIGHTING
RFP No. 104-2015

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida is soliciting applications from qualified consulting firms to perform ARCHITECTURAL / ENGINEERING SERVICES. The Town desires to retain a qualified firm for the design, permitting and construction administration services for Lake Shore Park and Kelsey Park Improvements which include ADA COMPLIANT RESTROOMS (two new buildings plus demolition and renovation of existing buildings) and TENNIS COURT LIGHTING. The qualified firm must include a team of specialty consultants for electrical, mechanical, civil, survey, environmental, geotechnical and construction inspection. The project budget is $400,000.

This professional services procurement is pursuant to Florida Statutes 287.055.

Interested parties may obtain additional information regarding this project by contacting the Town of Lake Park Town Clerk, Vivian Mendez, CMC, 535 Park Avenue, Lake Park, Fl. 33403, tel. (561) 881-3311. **RFP Package will be issued thru the office of the Town Clerk commencing June 1, 2015. Response Deadline: 11:00 A.M. June 30, 2015.**
Responses received after that time will be returned unopened.

The project is funded through a Community Development Block Grant (CDBG) administered thru the Palm Beach County Department of Economic Sustainability. Davis-Bacon & Related Acts will apply to all construction associated with this project design. Small, women owned, minority, and/or Section 3 companies are encouraged to respond to this RFP.

All proposals must be delivered or mailed to:
Town of Lake Park Town Clerk
535 Park Avenue
Lake Park, Fl. 33403

ENVELOPE CONTAINING PROPOSAL MUST BE SEALED AND IDENTIFIED AS
"ARCHITECTURAL/ENGINEERING SERVICES RFP #104-2015, DUE 11:00A.M. JUNE 30, 2015

The Town of Lake Park reserves the right to reject any and all proposals.

Vivian Mendez, CMC
Town Clerk
Town of Lake Park, FLORIDA
PUB: The Palm Beach Post
5-31/ 2015 #427980

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The Palm Beach Post

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Account:	G3573	Phone:	561-881-3300
Name:	TOWN OF LAKE PARK	E-mail:	VMENDEZ@LAKEPARKFLORIDA.GOV
Address:	535 PARK AVE LAKE PARK FL 33403-2603		

Order Name:	REQUEST FOR PROPOSAL
Order Id:	427980
Original Order Id:	
Copy Line:	TOWN OF LAKE PARKREQUEST FOR PROPOSAL
Sales Rep:	PB116 R Hindmarch (P)
Purchase Order:	
Pay Type:	Billed
Account Group:	
Caller:	VIVIAN MENDEZ
Section:	6205 Legal Notices
Reply Request:	
Tear Sheets:	0

Order Summary

Base:	$261.44
Other Charges:	$0.00
Discounts:	$0.00
Agency Commission:	$0.00
Sales Tax:	$0.00
Total Order	$261.44

Payment Summary

No payment information available.

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Ad Id: 820862

Original Ad Id:

Start:	05/31/2015
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Editions
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TOWN OF LAKE PARK

535 Park Ave.
Lake Park, FL. 33403

REQUEST FOR PROPOSAL
RFP No. 104-2015

ARCHITECTURAL / ENGINEERING SERVICES KELSEY AND LAKE SHORE PARK RESTROOMS & TENNIS COURT LIGHTING IMPROVEMENTS

Prepared by:

TOWN OF LAKE PARK
Richard Pittman, Project Manager
650 Old Dixie Highway
Lake Park, Fl. 33403
Tel. 561-881-3347
Fax 561-881-3349
Email: rpittman@lakeparkflorida.gov

Town of Lake Park RFP No. 104-2015

Date of Advertisement: May 31, 2015

TOWN OF LAKE PARK
REQUEST FOR PROPOSAL
ARCHITECTURAL / ENGINEERING SERVICES
KELSEY AND LAKESHORE PARK RESTROOMS & TENNIS COURT LIGHTING
RFP No. 104-2015

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida is soliciting applications from qualified consulting firms to perform ARCHITECTURAL / ENGINEERING SERVICES. The Town desires to retain a qualified firm for the design, permitting and construction administration services for Lake Shore Park and Kelsey Park Improvements which include ADA COMPLIANT RESTROOMS (two new buildings plus demolition and renovation of existing buildings) and TENNIS COURT LIGHTING. The qualified firm must include a team of specialty consultants for electrical, mechanical, civil, survey, environmental, geotechnical and construction inspection. The project budget is $400,000.

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535 Park Avenue
Lake Park, Fl. 33403

ENVELOPE CONTAINING PROPOSAL MUST BE SEALED AND IDENTIFIED AS "ARCHITECTURAL/ENGINEERING SERVICES RFP #104-2015, DUE 11:00A.M. JUNE 30, 2015

The Town of Lake Park reserves the right to reject any and all proposals.

Vivian Mendez, CMC
Town Clerk
Town of Lake Park, FLORIDA
Published on: May 31, 2015, Palm Beach Post

ARCHITECTURAL / ENGINEERING SERVICES FOR KELSEY AND LAKE SHORE PARK RESTROOM & TENNIS COURT LIGHTING IMPROVEMENTS

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ARCHITECTURAL / ENGINEERING SERVICES FOR KELSEY AND LAKE SHORE PARK RESTROOMS & TENNIS COURT LIGHTING IMPROVEMENTS RFP 104- 2015

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The Town of Lake Park has applied for and received a Community Development Block Grant in the amount of $403,591.00 for improvements at Kelsey Park and Lake Shore Park. The improvements include demolition of two existing buildings, construction of two ADA compliant restroom buildings, remove interior walls and fixtures and remodel an existing restroom building to office/lounge, reroofing, new tennis court lighting, utility and site work. Proposed floor plans and site locations are incorporated into this RFP as Exhibit "B" sheet 1 and 2 of 2.

2. SUBMITTAL OF DOCUMENTS

Interested firms are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The Town intends to negotiate a contract for these services upon selection of the firm that best satisfies the evaluation criteria.
Proposer shall submit one (1) original, five (5) copies and one (1) electronic copy of each proposal to the Town Clerk, Town of Lake Park, no later than, 11:00A.M. on June 30, 2015. At that time, the Town Clerk or designee will record the proposals for the record. The Town shall not be held responsible for the payment of any expenses incurred as a result of responding to this proposal.

The Town reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

The documents included or incorporated in this RFP, which consists of 22 pages, constitute the complete set of instructions, Scope of Work, Specification Requirements and Forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP.

All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be emailed to firms on record as having requested the RFP package. All addenda will be

posted on the Town's website It is the sole responsibility of each Proposer to check the Town's website for posted addenda.

All questions regarding this RFP should be submitted in writing via mail or e-mail and must be received by the Town Clerk no later than ten (10) calendar days prior to the due date for proposals:

Vivian Mendez, CMC, Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Fl. 33403
vmendez@lakeparkflorida.gov

All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The Town will strive to issue all addenda at least five (5) business days before the proposal due date; however, the Town reserves the right to issue any addenda at any time.

4. PROPERTY OF THE TOWN

All materials submitted in response to this RFP become the property of the Town of Lake Park. The Town has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal(s) does not affect this right. No variances to this provision shall be accepted.

5. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

• Pre-Bid Conference at Town Hall	None
• Questions from Potential Proposers Due	11:00AM, June 19, 2015
• Proposal Response Due	11:00AM, June 30, 2015
• Evaluation Committee Meeting	Week of July 13, 2015
• Proposal Selection	Approximately 2 weeks later
• Contract Negotiations & Approval	By August 19, 2015

The Town reserves the right to amend the anticipated schedule as it deems necessary.

6. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the Town's procurement code, the Town's procurement cone of silence will be in effect as of the due date for proposals in response to this RFP. In summary, the cone of silence prohibits communication between certain Town officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at either 1) the time of bid award or 2) rejection of all responses or 3) some other action taken by the Town to end the selection process.

7. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the Town Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars ($100.00) to any elected official of the Town Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP.

8. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this RFP and resulting Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in additional to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to

the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town. Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Proposer. If the Town and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the Town reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the Town is able to enter into a contract with a Proposer that best meets the needs of the Town.

The resulting contract shall be for the Architectural & Engineering services as provided herein, unless earlier terminated in accordance with the resulting contract.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.

C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance, incl. disease, for all employees as required by Florida Statutes.

D. Business Automobile Liability $1,000,000 each occurrence and $1,000,000 combined single limit for bodily injury and property damage.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically name the Town of Lake Park as an "Additional Insured".

12. EVALUATION AND AWARD

The Town may assemble an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene a meeting open to the public to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the Town Commission. The Town Clerk will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The Town Manager and Public Works Director will present recommendations for award to the Town Commission at a public meeting. The Town Commission has the sole authority to award under this RFP.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town. The Town shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

At its sole option, the Town may select the top three Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the Town.

While the Town allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the Town.

Evaluation Scoring Criteria will be based on the following:

The evaluation of the Proposers will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting).

Evaluation Scoring Criteria will be the following:

	Evaluation Criteria Score Sheet:	Weight
1	Ability, capacity and skill to perform the contract and provide the service required.	15
2	Relevant experience of proposer's firm as assigned to projects of a similar size and type in Florida and in the Palm Beach, Broward and Martin County areas.	15
3	Personnel assigned to the project & qualifying credentials; including staff with experience in architectural design of public restrooms, architectural design, structural design, survey & civil site work, geotec, electrical incl. sport lighting, air conditioning, Construction Engineering Inspection.	30
4	Overall projected workload of personnel assigned to the project, responsiveness and location of office.	5
5	Project approach for design and construction phase.	30
6	Estimated design fee as described in Section 5.	5

13. TOWN AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the Town of Lake Park and the Town shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the proposer to confirm the legitimacy of procurement opportunities or notices directly with the Town Clerk. The Town is not responsible for any solicitations advertised by subscriber's publications, or other sources not connected with the Town and the proposer/bidder should not rely on such sources for information regarding any solicitation made by the Town of Lake Park.

14. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the Town and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the Town of Lake Park for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

15. PROTESTS

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the Town in accordance with Palm Beach County Purchasing Code protest requirements. A complete copy of the county's code is available on-line at municode.com under the County's code of ordinances, Section 2-55. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

Sec. 2-55. Protested solicitations and awards.

(a) Right to protest. After posting of the recommended awardee, any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the Director of Finance. The right to protest is limited to those procurements of goods or services solicited through an invitation for bid or a request for proposal. Recommended awards less than the mandatory bid or proposal amount cannot be protested. Copy the Town of Lake Park Town Clerk.

(b) Notice of protest. The protest shall be submitted within five (5) business days after posting of the award recommendation. The protest shall be in writing and shall identify the protestor and the solicitation, and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received and date/time stamped by the Department of Finance. Neither the Director of Finance nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest. Copy the Town of Lake Park Town Clerk.

16. EXHIBITS and SUBMITTAL FORMS

This RFP consists of the following exhibits (which are incorporated herein by reference):

A. Exhibit "A" Scope of Work

B. Exhibit "B" Proposed Floor Plans of Restroom Buildings

This RFP consists of the following forms (which are incorporated herein by reference):

Proposer Information Page
Confirmation of Drug Free Workplace
Representations and Disclosures
Noncolluusion Affidavit of Prime Bidder
Anti-Kickback Affidavit (Consultant)
Certification of Nonsegregated Facilities (Consultant)
Certification of Eligibility of Contractor (Consultant)

17. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF GENERAL INFORMATION

ARCHITECTURAL / ENGINEERING SERVICES FOR KELSEY AND LAKE SHORE PARK RESTROOMS & TENNIS COURT LIGHTING IMPROVEMENTS

RFP 104- 2015

SPECIAL TERMS AND CONDITIONS

1. PRE-BID CONFERENCE: NONE

2. PROPOSAL REQUIREMENTS

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the Town to receive proposals for preliminary analysis, design, bidding and permitting, construction administration and construction inspection services relating to construction phase. It is the intent of the Town to select a single Proposer to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFP is intended to restrict the Town of Lake Park in any way in the selection of the proposal that best meets the needs of the Town. The Town of Lake Park reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers. Firms that do not demonstrate the following will not be considered for this project:

3. MINIMUM REQUIREMENTS TO BE MET

a) The proposer shall have a minimum of five (5) years' experience in architectural design and project management and the team of sub consultant engineers five (5) years' experience design of similar infrastructure improvement projects including, but not limited to ADA compliant public restrooms, structural design for building and poles in high wind load zones, electrical including sport lighting, air conditioning, plumbing, underground utilities, asbestos removal, soils and landscaping. Proposer must have completed similar services for a local municipality or regional government entity within the past five (5) years.
b) Proposer can demonstrate that it has sufficient personnel, and financial resources to handle the proposed project workload in a timely and cost effective manner.
c) Key project personnel have the appropriate licenses, registrations and certifications.
d) Proposals must be received in the Office of the Town Clerk on or before the due date and time. Failure to meet this requirement will be cause for disqualification.

BEGIN FEDERAL REQUIREMENTS - 5 PAGES

PALM BEACH COUNTY HOUSING AND COMMUNITY DEVELOPMENT

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS
CONSULTANT CONTRACTS

PROJECT NAME:	Town of Lake Park – Lake Shore & Kelsey Park Restrooms and Tennis Courts Improvements

This project is funded in part, or in whole, by Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this solicitation document/contract, the requirements contained herein shall govern.

Note: This document and its attachments must be included in the solicitation documents for the above named project, and it must be made a part of the contract/subcontracts for the project.

1. **General Requirements:**

The following requirements are attached:

- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Section 287.133, Florida Statute on Public Entity Crimes.
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause

2. **Forms to be completed and submitted by all proposers with their proposals:**

The following forms are attached:

- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Nonsegregated Facilities
- Certification of Eligibility of Contractor

3. **Form to be completed and submitted by subconsultants after contract award:**

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. **Report to be submitted to County by the successful bidder after contract award:**

- Contract Award Report to be submitted as follows:
  - with the first payment request, but no later than September 30 of the year during which the consultant contract was awarded, and
  - with the final payment request

  (After contract award ask County for a larger form on legal paper)

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EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended I whole or in pat and the contractor may be declared ineligible for further Government contracts I accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

****

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

> "No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

****

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

****

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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ARCHITECTURAL / ENGINEERING SERVICES FOR KELSEY AND LAKE SHORE PARK RESTROOMS & TENNIS COURT LIGHTING IMPROVEMENTS

RFP 104-2015

SUBMISSION CRITERIA

Proposer shall submit **one (1) original, five (5) copies and one (1) electronic copy** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**
Only one proposal may be submitted by each Proposer.

Proposers shall submit the following information as described in the sections below:

Section 1: INTRODUCTION LETTER

An introduction letter introducing the Consultant including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff must be submitted. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Identify sub-consultants. Introduction *must* be signed by an individual authorized to bind the firm. Briefly state the Proposer's understanding of the services to be provided, and make a positive commitment to perform and complete the task. Identify key sub consultants. **This letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.**

Complete and enclose the attached FORMS behind the information requested in this Section.

Section 2: PAST EXPERIENCE / RESUMES

Indicate the State in which Proposer firm is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida.

List all certifications, licenses and professional designations relevant to this RFP and project.
Provide resumes of key staff to be assigned to this project/study. Identify the project manager. Demonstrate that key project personnel (including sub-consultants) have the appropriate licenses,

registrations and certifications. Certify that the project manager and key staff listed will remain assigned to the project/study which is the subject of this RFP.

The proposal shall include past performance, including other clients where similar services were provided.

In addition, identify the proposed project manager for the services.

Please provide a minimum of three other types of projects performed for a government agency in the past five (5) years. Include name, address, contact person, telephone number, and a brief description of the project.
Letters of Commendations or Recommendation may be included in this section.

Section 3: UNDERSTANDING OF THE PROJECT AND PROJECT REQUIREMENTS

The Proposer shall describe their understanding of the Consultant's role and any characteristics that are unique to its application. Describe any factors that you viewed as concerns that may need to be addressed.

Section 4: APPROACH AND IMPLEMENTATION

The Proposer shall describe how services will be commenced, initial procedures, strategies for working with Town consultants and staff, and strategy for the overall professional services for this program. The proposal shall include a description of the proposed services, with any exhibits or documentation deemed essential, and shall address the following items in addition to those listed above:

- Describe involvement of Town staff.
- Describe any example how the firm has value engineered a past project to reduce costs
- Describe the Firm's and the Proposed Project Manager's current work load.
- Describe the Firm's experience with complying with regulatory requirements.
- Key personnel on proposed team including project manager, and other key staff assigned to the project.
- Anticipated Schedule to complete conceptual design, design development and construction document phases as well as estimate of time for bidding and permitting.
- Recommended schedule of phasing for the construction of this project.

Section 5: COMPENSATION

Please include an estimated design fee (plans & specifications) based on the tasks listed in Exhibit "A" "Scope of Work, Section 2 Architect & Engineering Design for Lake Shore and Kelsey Park, pages 20 thru 22. Break out the estimated design for both the building related work and tennis court lighting. Additionally, please include an hourly rate fee schedule listing each member of the project team. Fees for bidding phase & construction administration phase to be billed on hourly basis.

END OF SUBMISSION CRITERIA

EXHIBIT "A"
SCOPE OF WORK

The improvements described below are to be made at the Town's Kelsey Park and Lake Shore Park. The Parks are along the Intracoastal Waterway and located within the highest wind and flood zones.

The planned improvements at Kelsey Park will include demolition of two buildings, one of which most likely contains asbestos flooring. One building is a former restroom and utilities will require appropriate disconnect. A new ADA compliant restroom building is to be constructed which will require site and underground utility work. Importing of fill is required at both building sites. Sod with minimal landscaping and irrigation system adjustments will be needed.

The planned improvements at Lake Shore Park will include construction of a new ADA compliant restroom building complete with AC, gutting of an existing restroom building and providing interior renovation including AC. Roofing system to be replaced contiguous from existing building to the new building. New sport lighting and electrical upgrade to replace existing lighting for the Tennis Courts is included. Structural considerations for high wind load is a requirement for both the building and sport lighting. Underground water and sewer are nearby. Sufficient electrical appears to be available. Architectural features of the new construction are to be similar to existing adjacent buildings.

The consultant shall provide architectural and engineering design services necessary for the development of the project as identified herein and shall include the following:

1. OVERALL PROJECT MANAGEMENT

Project Coordination

a) Coordinate major elements of design and construction with Town of Lake Park staff. Provide overall schedule to the Town on a monthly basis. Schedule to include as a minimum: Pre-Construction, Design, Construction, Testing and Inspection, Substantial Completion, Punch List, Final Completion, and Warranty.

b) Direct and participate in Project Meetings for all project milestones during planning and design phase, including project kickoff meeting, and provide meeting minutes to all parties in attendance.

2. ARCHITECTURAL AND ENGINEERING DESIGN

A. Kelsey Park

a) Survey (topographic horizontal and vertical control)

b) Identification of hazardous materials

c) Soil tests

d) Specifications for demolition incl. permit (possible separate bid from construction)

e) Restroom building design & specifications including utilities & sitework ADA compliant

f) Design of minimal landscaping improvements and irrigation system adjustments

g) Pollution prevention considerations
h) Permits (connect to existing water & sewer & pre-bid construction permit review)

B. Lake Shore Park

a. Survey (topographic horizontal and vertical control)
b. Identification of hazardous materials in existing building to be gutted
c. Specification for hazardous material removal if exists incl. permit for demolition
d. Soil tests
e. Evaluation of existing electrical for building needs
f. Air conditioning design for new & exiting building
g. Roof design of existing building to be contiguous with new building
h. Evaluation of existing electrical for replacing tennis court lighting
i. Restroom building design & specifications including utilities & site work, ADA compliant
j. Interior renovation design & specifications
k. Design and specifications for replacement of existing tennis court lighting
l. Design of minimal landscaping improvements and irrigation system adjustments
m. Pollution prevention considerations
n. Permits (connect to existing water & sewer & pre-bid construction permit review)

NOTE: The Town will use the design and specification to advertise for bid the building related work as one contract and tennis court lighting related work as a separate contract.

3. ARCHITECTURAL & ENGINEERING SERVICES DURING CONSTRUCTION

A. Bid Phase Services

a) Provide electronic file and two hard copies of construction plans and specifications for building related work to be bid as one contract. Town will compile bid document, print and advertise the project.
b) Provide electronic file and two hard copies of construction plans and specifications for tennis court lighting to be bid separate from building construction. Town will compile bid document, print and advertise the project.
c) Attend pre-bid meeting. Meeting will be conducted by Town staff.
d) Prepare response to RFI received during bid process. Town will issue addendum.
e) Services shall include administration and inspection of the Construction Contract such that the project is constructed in adherence to the plans, specifications and special provisions.

B. Permitting Phase Services: Address design issues and questions arising from permit review by requisite agencies.

C. Services During Construction & Delivery

a) Perform review, approval and coordination of shop drawing submittals.
b) Perform onsite inspections including observation of construction progress and quality of work, identifying and reporting significant discrepancies, omissions, substitutions and deficiencies, and the corrective actions taken by the contractor per direction from Town Staff.
c) Perform inspection of materials entering into the work verifying adherence the plans, specifications and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
d) Review and address potential change orders.
e) Conduct monthly meeting with contractor to review draft of the proposed monthly invoice
f) Review and approve monthly invoices
g) Incorporate as-built information provided by contractor into construction plans.
h) Final sign-off on construction conforming to plans and specifications.

NOTE: The Town will use the Town's Building Official for typical inspections

a) Contract Administration: During construction, Contract Administration services shall include project set up, monitoring work completed, providing project status reports in support of monthly invoices, and performing design review services as specified herein for the Construction Contract(s)

END OF SCOPE OF WORK

EXHIBIT "B"

Accompanying this RFP Document are the following two drawings:

LAKE SHORE PARK – FLOOR PLAN FOR PROPOSED CDBG FUNDED RESTROOM
Dated 5/12/2015, Sheet 1 of 2

KELSEY PARK FLOOR PLAN FOR PROPOSED CDBG FUNDED RESTROOM
Dated 5/12/2015, Sheet 2 of 2

FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

(Check List)		Page No.
( )	Proposer Information Page	25
( )	Confirmation of Drug Free Workplace	26
( )	Representations and Disclosures	27
( )	Noncolluusion Affidavit of Prime Bidder	29
( )	Anti-Kickback Affidavit (Consultant)	30
( )	Certification of Nonsegregated Facilities (Consultant)	31
( )	Certification of Eligibility of Contractor (Consultant)	32

ADDITIONAL FORMS

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (to be completed and submitted by subconsultants after contract award). page 33

Contract Award Report (to be completed and submitted with first payment application prior to Sept. 1 of contract year and updated and submitted with last payment applications). page 34

REMINDER

Include estimated design fee identified in Section 5: Compensation on page 19.

PROPOSERS INFORMATION PAGE

(This page must be completed and inserted in Section 1)

Town of Lake Park RFP 104- 2015

Company Name: _____

Authorized Signature: _____ _____

Signature Print Name

Title: _____

Corporate Address: _____

Street

_____

Town State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Remit To Address:

_____

Street

_____

Town State Zip Code

Web Site (if applicable:_____

Federal ID No.:_____ This is a requirement of every Proposer.

CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

_____ _____

Authorized Representative's Signature Date

_____ _____

Name: Position:

**** If this form is not completed and submitted in the proposal, the Town will assume the Proposer has not implemented a drug-free workplace program.**

REPRESENTATIONS AND DISCLOSURES
RFP 104-2015

STATE OF _____}
} SS:
COUNTY OF _____}

I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the Town and the Proposer.

2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.

3. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.

4. Proposer has not filed for bankruptcy in the past five (5) years.

5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.

6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.

7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.

8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2015

by _____ *(name)* as _____ *(title)* of

_____ *(Proposer firm)*, and who is personally known to me

or produced _____ as identification.

_____
Notary Public

Notary Stamp:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER (CONSULTANT)

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared_____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is _____of _____, the Bidder (consultant) that has submitted a Proposal to perform work for the following project:

Contract #: 104-2015 Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

(2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature

Subscribed and sworn to (or affirmed) before me this ____day of _____20__ by _ _____, who is personally known to me or who has produced ___ _____ as identification.

NOTARY SEAL:

Notary Signature:_____

Notary Name:_____
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT
(CONSULTANT)

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says:

(1) I am _____of _____, the consultant that has submitted a proposal to perform work for the following project:

Contract #: 104-2015 Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed on the above identified project will be paid to any employee of Palm Beach County or, Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

_____
Signature

Subscribed and sworn to (or affirmed) before me this ____day of _____20__ by _ _____, who is personally known to me or who has produced ___ _____ as identification.

NOTARY SEAL:

Notary Signature:_____

Notary Name:_____
Notary Public-State of Florida

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CERTIFICATION OF NONSEGREGATED FACILITIES
(CONSULTANT)

The below named Consultant certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Consultant certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Consultant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Consultant agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

Company Name and Address:

_____ _____
Signature

_____ _____
Name and Title

_____ _____
Date

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CERTIFICATION OF ELIGIBILITY OF CONTRACTOR
(FOR CONSULTANT)

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) He/she is the _____ of _____, hereinafter referred to as the "Contractor" (consultant); who submitted a proposal to perform work for the following project:

Contract #: 104-2015 Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
(3) The Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
(4) The Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
(5) The Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
(6) The Contractor acknowledged the responsibility that all of its subcontractors (subconsultants) are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors (subconsultants), and that the "Contractor" will retain such certifications in its files. Furthermore, should the subcontractor (subconsultant) be subsequently found ineligible after award of the Contract, its contract with the "Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

_____
Signature

Subscribed and sworn to (or affirmed) before me this _____day of_____, 20___ by _____, who is personally known to me or who has produced _____as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT

(for use by subconsultants)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.
   Further, I, we, provide the certification set out below:
   I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3 By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Name: _____

Address: _____

By: _____ _____ _____
Name and Title Signature Date

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PALM BEACH COUNTY **HOUSING & COMMUNITY DEVELOPMENT**

CONTRACT AWARD REPORT

Project Name:		**Report Date:**	

Consultant Information - for consultant contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code
//////////////							//////////////	////					

Sub-Consultant Information - for consultant sub-contracts funded in whole or in part by HCD (such as engineers, architects, surveyors, etc.)

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address				
									Name	Street	City	State	Zip Code
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MPI
DO NOT USE

(A) Type of Trade Codes:
Concern: Enter Yes or No
1 = New Construction
2 = Substantial Rehab
3 = Repair
4 = Service
5 = Project Mangt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg./Appraisal
0 = Other

(B) Racial/Ethnic Codes
1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans

(C) Section 3 Business

Revised: September 26, 2005 S:\CapImprv\MUNICIPAL\LakePark\Lakeshore & KelseyPrksRenovations\FedReq_Consultant.WPD

Town of
LAKE PARK

Department of
PUBLIC WORKS

ADDENDUM NO. 1 June 22, 2015

REQUEST FOR PROPOSAL RFP No. 104-2015

ARCHITECTURAL / ENGINEERING SERVICES KELSEY AND LAKE SHORE PARK RESTROOMS & TENNIS COURT LIGHTING IMPROVEMENTS

Each recipient of the Addendum No.1 to the RFP No. 104-2015 who responds to the RFP, acknowledges all of the provisions set forth in the RFP document *"REQUEST FOR PROPOSAL-ARCHITECTURAL/ENGINEERING SERVICES KELSEY AND LAKE SHORE PARK RESTROOMS & TENNNIS COURT LIGHTING IMPROVEMENTS"* agrees to be bound by the terms thereof. This addendum shall add information and clarification and become part of the RFP document.

QUESTIONS RECEIVED (As of 11:00 A.M. June 19) **& RESPONSE**

Question: Would a pre-engineered Easi-Set precast concrete restroom, that is fully-fitted and built to the specification as outlined in the Town of Lake Park RFP drawing, be considered?
Response: This project is Federally Funded. The RFP is requesting Architectural and Engineering Services for the design of two restroom buildings, design an interior renovation and design tennis court lighting improvements. The plans associated with the RFP have limited specifications. The architectural features of the new restroom buildings are intended to match adjacent park buildings. The buildings are in a location which requires buildings to have the highest wind load capabilities. If the architect that is associated with a pre-engineered building responds to the RFP, the submittal will be reviewed the same as other firms responding.

Question: Please clarify Section 5-COMPENSATION?
Response: Submission Criteria, Page 19, Section 5 COMPENSATION, **DISREGARD** Section 5. On page 9, Evaluation Criteria Score Sheet, **DELETE** criteria #6 "Estimated design fee as described in Section 5." The five (5) points on the Evaluation Criteria Score Sheet will be redirected to Criteria #4. Criteria #4 "Overall project workload...." will be weighted as 10.

Question: Must the firms be located in Palm Beach, Broward or Martin County areas to be considered for award?
Response: No.

Question: Can a firm from Miami-Dade County submit their qualifications for consideration.
Response: Yes.

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

E-mail: publicworks@lakeparkflorida.gov

EXHIBIT "A" SCOPE OF WORK:

A pre-demolition pre-renovation inspection of two buildings in Kelsey Park to be demolished and one building in Lake Shore Park to be renovated has been performed. A report prepared by Morse Associates, Inc. has been prepared and no asbestos containing materials were identified within the three buildings. The report did not test for the presence of lead based paint.

On page 20 second paragraph—**DISREGARD** reference to asbestos flooring

.....

Proposers must acknowledge receipt of this Addendum Number 1 in the space provided below. This Addendum forms an integral part of the RFP document and therefore must be executed and submitted with the proposal.

Issued By: Town of Lake Park
Office of the Town Clerk
June 22, 2015

By: _____
Vivian Mendez, CMC,
Town Clerk

Proposer:_____

Signed By: _____
Print Name:_____
Title: _____
Date: _____

End of Addendum #1

Minutes
Town of Lake Park, Florida
Evaluation Committee
for RFP 104-2015
Architectural/Engineering Services Kelsey and
Lake Shore Park Restrooms & Tennis Court
Lighting Improvements
Thursday, July 16, 2015, 10:00 a.m.
Commission Chamber, Town Hall, 535 Park Avenue

The Architectural/Engineering Services Kelsey and Lake Shore Park restrooms & Tennis Court Lighting Improvements Evaluation Committee met on Thursday, July 16, 2015. Present were Project Manager Richard Pittman, Recreation Director Kathleen Carroll Walters, Public Works Director Dave Hunt, Information Technology Director (IT) Hoa Hoang, and Capital Projects Administrator for Seacoast Utilities Brandon Sell and Town Clerk Vivian Mendez.

Project Manager Pittman explained the process and asked if anyone had any disclosures. There were no disclosures.

IT Director Hoang asked for clarification regarding criteria number six (6) – Deleted per Addendum No. 1 (5 points added to criteria #4), on the Evaluation Scoring Criteria and Score Sheet. There are six (6) criteria's listed, criteria number four (4) states – Overall project workload of personnel assigned to the project, responsiveness and location of office. Project Manager Pittman agreed that criteria number 4 had a weight of 5 points when the project was originally advertised. He explained that criteria number six (6) related to the consultant giving an estimated cost of their services. He stated that the Town was challenged regarding criteria number six (6), which related to the Consultant Completive Negotiation Act. The Town decided not to fight the challenge and therefore it was omitted shifting 5 points to criteria number 4, which satisfied Palm Beach County Department of Economic Sustainability.

The Evaluation Committee filled out the tabulation sheet and provided them to the Town Clerk for calculation and announcement. Town Clerk Mendez announced that CRZ Architects, Inc. received a total of 14 points; West Architecture & Design received 9 points; Architects Design Collaborative, LLC, received 7 points.

Public Works Director Hunt thanked everyone for attending.

ADJOURNMENT:

With no other business coming before the Evaluation Committee, the meeting adjourned at 10:13 a.m.

Town Clerk Vivian Mendez

RFP NO. 104-2015

ARCHITECTURAL/ENGINEERING SERVICES
KELSEY & LAKE SHORE PARKS RESTROOMS & TENNIS COURT LIGHTING

EVALUATION SCORING CRITERIA AND SCORE SHEET

Criteria No.	DESCRIPTION OF EVALUATION CRITERIA	WEIGHT	ARCHITECTS DESIGN COLLABORATIVE	CPZ ARCHITECTS	WEST ARCHITECTURE + DESIGN LLC
1.	Ability, capacity and skill to perform the contract and provide the service required.	15	12	12	12
2.	Relevant experience of proposer's firm as assigned to projects of a similar size and type in Florida and in the Palm Beach, Broward and Martin County areas.	15	12	15	10
3.	Personnel assigned to the project & qualifying credentials; including staff with experience in architectural design of public restrooms, architectural design, structural design, survey & civil site work, geotec, electrical incl. sport lighting, air conditioning, Construction Engineering Inspection.	30	25	30	20
4.	Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	8	6	6
5.	Project approach for design and construction phase.	30	30	30	25
6.	DELETED PER ADDENDUM NO. 1 (5 POINTS ADDED TO CRITERIA #4)				
	TOTAL		87	93	73

1st Choice CPZ ARCHITECTS

2nd Choice ACHITECTS DESIGN COLLABORATIVE

EVALUATED BY: 7/16/15
DAVID HUNT
PUBLIC WORKS DIRECTOR

RFP NO. 104-2015

ARCHITECTURAL/ENGINEERING SERVICES
KELSEY & LAKE SHORE PARKS RESTROOMS & TENNIS COURT LIGHTING

EVALUATION SCORING CRITERIA AND SCORE SHEET

Criteria No.	DESCRIPTION OF EVALUATION CRITERIA	WEIGHT	ARCHITECTS DESIGN COLLABORATIVE	CPZ ARCHITECTS	WEST ARCHITECTURE + DESIGN LLC
1.	Ability, capacity and skill to perform the contract and provide the service required.	15	12	14	13
2.	Relevant experience of proposer's firm as assigned to projects of a similar size and type in Florida and in the Palm Beach, Broward and Martin County areas.	15	10	15	13
3.	Personnel assigned to the project & qualifying credentials; including staff with experience in architectural design of public restrooms, architectural design, structural design, survey & civil site work, geotec, electrical incl. sport lighting, air conditioning, Construction Engineering Inspection.	30	18	25	20
4.	Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	8	8	8
5.	Project approach for design and construction phase.	30	22	26	28
6.	DELETED PER ADDENDUM NO. 1 (5 POINTS ADDED TO CRITERIA #4)				
	TOTAL		70	88	82

1st Choice CPZ Architects

2nd Choice West Architecture Design LLC

EVALUATED BY: Brandon Selle

RFP NO. 104-2015

ARCHITECTURAL/ENGINEERING SERVICES
KELSEY & LAKE SHORE PARKS RESTROOMS & TENNIS COURT LIGHTING

EVALUATION SCORING CRITERIA AND SCORE SHEET

Criteria No.	DESCRIPTION OF EVALUATION CRITERIA	WEIGHT	ARCHITECTS DESIGN COLLABORATIVE	CPZ ARCHITECTS	WEST ARCHITECTURE + DESIGN LLC
1.	Ability, capacity and skill to perform the contract and provide the service required.	15	12	13	12
2.	Relevant experience of proposer's firm as assigned to projects of a similar size and type in Florida and in the Palm Beach, Broward and Martin County areas.	15	12	12	8
3.	Personnel assigned to the project & qualifying credentials; including staff with experience in architectural design of public restrooms, architectural design, structural design, survey & civil site work, geotec, electrical incl. sport lighting, air conditioning, Construction Engineering Inspection.	30	25	27	25
4.	Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	7	7	5
5.	Project approach for design and construction phase.	30	25	25	20
6.	DELETED PER ADDENDUM NO. 1 (5 POINTS ADDED TO CRITERIA #4)				
	TOTAL		81	84	70
			North County & Martin & St. Lucie	Largest # of restroom projects & Rec Facil Also Chen Moore	Outsourced to IBD

1st Choice CPZ Architects

2nd Choice Architects Design Collaborative

EVALUATED BY: Richard Pittman

7/16/15

RFP NO. 104-2015

ARCHITECTURAL/ENGINEERING SERVICES
KELSEY & LAKE SHORE PARKS RESTROOMS & TENNIS COURT LIGHTING

EVALUATION SCORING CRITERIA AND SCORE SHEET

Criteria No.	DESCRIPTION OF EVALUATION CRITERIA	WEIGHT	ARCHITECTS DESIGN COLLABORATIVE	CPZ ARCHITECTS	WEST ARCHITECTURE + DESIGN LLC
1.	Ability, capacity and skill to perform the contract and provide the service required.	15	12	13	15
2.	Relevant experience of proposer's firm as assigned to projects of a similar size and type in Florida and in the Palm Beach, Broward and Martin County areas.	15	13	13	15
3.	Personnel assigned to the project & qualifying credentials; including staff with experience in architectural design of public restrooms, architectural design, structural design, survey & civil site work, geotec, electrical incl. sport lighting, air conditioning, Construction Engineering Inspection.	30	30	30	30
4.	Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	9	9	10
5.	Project approach for design and construction phase.	30	30	30	30
6.	DELETED PER ADDENDUM NO. 1 (5 POINTS ADDED TO CRITERIA #4)				
	TOTAL		94	95	100

1st Choice WEST #2 #1

2nd Choice CPZ

EVALUATED BY: HOA HOANG

RFP NO. 104-2015

ARCHITECTURAL/ENGINEERING SERVICES
KELSEY & LAKE SHORE PARKS RESTROOMS & TENNIS COURT LIGHTING

EVALUATION SCORING CRITERIA AND SCORE SHEET

Criteria No.	DESCRIPTION OF EVALUATION CRITERIA	WEIGHT	ARCHITECTS DESIGN COLLABORATIVE	CPZ ARCHITECTS	WEST ARCHITECTURE + DESIGN LLC
1.	Ability, capacity and skill to perform the contract and provide the service required.	15	12	15	14
2.	Relevant experience of proposer's firm as assigned to projects of a similar size and type in Florida and in the Palm Beach, Broward and Martin County areas.	15	8	15	14
3.	Personnel assigned to the project & qualifying credentials; including staff with experience in architectural design of public restrooms, architectural design, structural design, survey & civil site work, geotec, electrical incl. sport lighting, air conditioning, Construction Engineering Inspection.	30	10	30	18
4.	Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	6	10	10
5.	Project approach for design and construction phase.	30	16	30	29
6.	DELETED PER ADDENDUM NO. 1 (5 POINTS ADDED TO CRITERIA #4)				
	TOTAL		52	100	85

1st Choice CPZ

2nd Choice WEST ARCHITECTURE + DESIGN LLC

EVALUATED BY: R. Carson Walters

RFP NO. 104-2015

ARCHITECTURAL/ENGINEERING SERVICES
KELSEY & LAKE SHORE PARKS RESTROOMS & TENNIS COURT LIGHTING

EVALUATION SCORING CRITERIA AND SCORE SHEET

Criteria No.	DESCRIPTION OF EVALUATION CRITERIA	WEIGHT	ARCHITECTS DESIGN COLLABORATIVE	CPZ ARCHITECTS	WEST ARCHITECTURE + DESIGN LLC
1.	Ability, capacity and skill to perform the contract and provide the service required.	15	2	1	
2.	Relevant experience of proposer's firm as assigned to projects of a similar size and type in Florida and in the Palm Beach, Broward and Martin County areas.	15			2
3.	Personnel assigned to the project & qualifying credentials; including staff with experience in architectural design of public restrooms, architectural design, structural design, survey & civil site work, geotec, electrical incl. sport lighting, air conditioning, Construction Engineering Inspection.	30			
4.	Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10			
5.	Project approach for design and construction phase.	30			
6.	DELETED PER ADDENDUM NO. 1 (5 POINTS ADDED TO CRITERIA #4)				
	TOTAL				

CPZ 12

4

12

1st Choice _____

2nd Choice _____

EVALUATED BY: _____

12
7 - West
4 - ADC

EVALUATION MATRIX
RFP 104-2015
KELSEY & LAKE SHORE PARKS RESTROOMS & TENNIS COURT LIGHTING

EVALUATION COMMITTEE MEMBERS	*CPZ ARCHITECTS	WEST ARCHITECTURE + DESIGN	ARCHITECTS DESIGN COLLABORATIVE
Dave Hunt, Public Works Director	3	1	2
Brandon Selle, Seacoast Utility Authority Capital Proj.	3	2	1
Hoa Hoang, Information Technology Officer	2	3	1
Kathleen Carroll, Recreation Manager.	3	2	1
Richard Pittman, Project Manager	3	1	2
TOTAL POINTS	**14**	**9**	**7**

Methodology:
Each member of the evaluation committee reviewed the submittal package submitted by the firms.
Using the evaluation criteria stated in the RFP, each member determined their 1st and 2nd choices.
1st. choice = 3 points
2nd choice = 2 points
3rd choice = 1 point
*The firm with highest number of points is determined to be the most qualified and is recommended for negotiation of contract.

Tabulated by Richard Pittman, Project Manager 07/16/2015

TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 5, 2015 **Agenda Item No.** Tab 5

Agenda Title: Award of Town Hall Flooring Replacement Contract

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 7/24/2015
Acting Town Mgr.

_____
David Hunt / Public Works Director

Originating Department: Public Works	**Costs: $20,608.11** **Funding Source: Fiscal Year 2015 Facilities Maintenance Capital Improvement Budget** **Acct. #: 408-62100 ($16,000)** **900-99901 ($4,608.11)** **[X] Finance** BKR	**Attachments:** **Quote packets with addendum.** **Quote spreadsheet.** **Bidder's submittals.** **Low bidder's proof of insurance, licensing, and incorporation.**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case** _____ **Please initial one.**

Summary Explanation/Background: In December of 2012, the Town Manager tasked the Administrative Assistant to the Community Development Director to chair a Town Hall Lobby Beautification Committee. In addition to the Administrative Assistant and the Town Manager, the committee consisted of the Human Resources Director, the Finance Director, and the Public Works Director. The committee's objective was, "To beautify the Town Hall front door entrance way and lobby areas in order to create a welcoming, user-friendly environment for residents and visitors, while maintaining and enhancing the natural beauty of the historic building." One of the long term projects identified was the replacement of the carpeting on the stairs and hallway area.

The ground floor entrance carpeting is showing excessive wear. The Beautification Committee discussed using quarry tile or vinyl flooring as a more durable alternative to carpeting. Tile, vinyl, and carpet flooring samples were reviewed for strength (weight), color, and pattern. The samples on display at tonight's meeting were selected by the committee on the basis of the best fit with the building decor as well as their durability and ease of maintenance. Carpeting will be replaced on all of the stairs, in the Commission Chambers, and in three of the offices adjacent to the chambers. The existing carpeting in the ground floor foyer that connects the east and west entry doors to the elevator will be replaced with quarry tile.

Requests for quotes for the removal, preparation, and replacement of the existing flooring went out to five vendors. Empire Today provided the lowest quote to install the specified flooring in the amount of $20,608.11.

Funds in the amount of $16,000 were approved in the Fiscal Year 2015 Facilities Maintenance Budget to replace the Town Hall carpet because the existing carpet has chemical burns and the Commission Chamber's carpet was not replaced in the last cycle (December, 2010). The balance of $4,608.11 will come from non-departmental contingency.

Recommended Motion: I move to award the Town Hall flooring replacement contract to the low bidder, Empire Today, for the amount of $20,608.11.

TOWN HALL FLOORING PROJECT BIDS

Vendor	Quoted Price
Mannington Commercial	Unable to Bid
Capitol Carpet and Tile	Initial price of $17,600.00. Unresponsive to bid package
Statewide Carpets	Initial price of $15,852.00. Unresponsive to bid package
Zaharion's Flooring	Quoted $21,800.00. Unresponsive to bid package
Empire Today	**$20,608.11 LOWEST RESPONSIVE BIDDER**

Richard Scherle

From: statewidecarpetspr <statewidecarpetspr@aol.com>
Sent: Wednesday, June 10, 2015 12:34 PM
To: Richard Scherle
Subject: Town Hall Carpet & Quarry Tile

Furnish&Install: Direct Glue Down 2400sqft, 25 Steps
Lee's Sheer Exposure
Carpet 300sqyds@$32.20=$9660
Binding 65lft@$2.00=$130.00
Carpet labor 300sqyds@$6.00=$1800.00
Step labor 25@$10.00=$250.00
Remove existing carpet haul away $500.00
400 sqft Dal Quarry Tile 4 × 8@$5.03=$2012.00
50lftbase100pcs@$3.00=$300.00
Labor $1200.00
Total $15852.00

Sent from my Verizon Wireless 4G LTE smartphone

unresponsive

CAPITOL CARPET & TILE AND WINDOW FASHIONS
BOYNTON LAKES PLAZA
4786 N. CONGRESS AVE. BAY#307
BOYNTON BEACH, FL 33426
Telephone: 561-439-4500

QH000089

QUOTE

Sold To	Ship To
TOWN OF LAKE PARK 650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403	535 PARK RD LAKE PARK, FL 33403

Quote Date	Contact #	PO Number	Quote Number
03/31/15	561-881-3345		QH000089

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension

INSTALL DAL TILE QUARRY TEXTURE 4 X 8' UNGLAZED INSTALLED IN FRONT ENTRANCE HALL
INSTALL DAL TILE QUARRY TEXTURE 5 X 6' UNGLAZED BULLNOSE
INSTALL WHITE PRIMED QUARTEROUND
TAKE UP AND HAUL AWAY OLD GLUE DOWN CARPET

TOTAL
4,200.00

INSTALL LEES CARPET SHEER EXPOSURE 100% NYLON GLUE DOWN IN MAYORS CHAMBERS.
MAYORS OFFICE, CRA AND FRONT STAIR'S
TAKE UP AND HAUL AWAY EXISTING CARPET AND MOVE FURNITURE
BIND EDGES ON STEPS

TOTAL
13,400.00

THIS IS FOR WORK TO BE COMPLETED DURING REGULAR BUSINESS HOURS
MODNAY - SATURDAY. IF WORK NEEDS TO BE DONE AT NIGHT OR SUNDAYS
THERE WILL BE ADDITONAL CHARGES

DAL TILE QUARRY TEXTURRES ARE IDEAL FOR HEAVY TRAFFIC. BECAUSE THEY ARE INSTALLED
WITH A WIDER GROUT LINE THEY ARE MORE SLIP RESITANT. ABRASVIVE IS AVAILABLE
BUT IS NOT REALLY NEEDED, IT IS NORMALLY USED IN WET AREAS SUCH AS KITCHENS.

05/15/15 — 1:12PM

Sales Representative(s):
MARC ELIAS

Material:	0.00
Service:	0.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00
QUOTE TOTAL:	**$0.00**

Unresponsive

QUOTE FORM

CARPET REPLACEMENT AND TILE INSTALLATION
TOWN OF LAKE PARK, TOWN HALL FACILITY, 535 PARK AVENUE

Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 1 copies).

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:
Twenty One Thousand, Eight Hundred dollars ($21,800.00)

Completion: All work must be completed within 30 days of the date of issuance of the Purchase Order. Hours of work: Contractor may only perform work on this project Monday – Friday between 8am and 5pm, unless pre-approved for other hours by the Town.

Required documents attached?	(Yes or No)
- Schedule of Bid Items	yes
- Acknowledge Addenda # ___ (if issued)	yes
- 1 Original and 1 copy of the following:	
- Quote Form (signed)	yes
- Clarifications/Exceptions (inc. equipment shop dwgs.)	NO
- List of Subcontractors and Prime Vendors	yes
- List of References	NO
- Licenses (copies of applicable licenses)	yes
- Proof of Existing Insurance Coverage	yes
- Drug Free Workplace Certification	NO
- Non-collusion Affidavit of Prime Bidder	NO
- Anti-kickback Affidavit	NO
- Certification of Non-segregated Facilities	NO

NAME OF FIRM: Zaharions Tile Inc. DBA Zaharions Flooring

ADDRESS: 1338 S. Killian Dr Ste 11

Lake Park, FL 33403

PHONE #: 561-848-0454 FAX #: 561-848-5778

E-MAIL: becky@zaharions.com

AUTHORIZED SIGNATURE: Rebecca S Za

NAME & TITLE (TYPED or PRINTED): Rebeccca S. Zaharion President

REQUEST FOR QUOTE

TITLE: Carpet Replacement and Tile Installation at Lake Park Town Hall Facility

QUOTE DUE DATE: July 22, 2015

CONTACT PERSON WITH TOWN: Richard Scherle, Assistant to Director, Public Works
Tel. 561.881.3345

SCHEDULE OF BID ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT	ESTIMATED COST
1	Indemnification	1	Job	$ 100.00
2	Mobilization. Includes registration with the Town and permit (permit fee waived).	1	Job	500.00
3	Pedestrian safety	1	Job	150.00
4	Removal and Disposal of Existing Old Carpet	1	Job	780.00
5	Provide and Install New Carpet – Lees by Mohawk Group – Ground Strata II 893 Terra	1	Job	15,370.00
6	Provide and Install New Dal-Tile Quarry Tile with tile baseboard trim, shoe molding on existing wooden base, and Beveled Edge to Elevator – 4x8" tile with 6x6" tile baseboard. Color: Blaze Flash 0041 (2)	1	Job	4,900.00
	Bid Items 1-6 TOTAL ESTIMATED COST			$ 21,800.00

SCHEDULE OF BID ITEMS
(continued)

Submitted by: Rebecca S. Zaharion Rebecca S Z Date: 7/22/2015

Name of Firm: Zaharions Tile Inc. E-mail address: becky@zaharions.com

Address: 1338 S. Killian Dr ste 11 Telephone No: 561-848-0454

Lake Park, FL 33403

Submit Signed Contract Document to:
Town of Lake Park Public Works Department
Attn: Richard Scherle
650 Old Dixie Highway
Lake Park, Florida 33403

Phone No: 561.881.3345

Fax No: 561.881.3349

E-mail: RScherle@lakeparkflorida.gov

LIST OF SUBCONTRACTORS AND PRIME VENDORS

The following are the subcontractors and prime vendors anticipated to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK, Project Manager.

NAME OF COMPANY	ADDRESS OF COMPANY	PHONE/CONTACT
1) Mohawk Industries		954-873-4859
2)		
3)		
4)		
5)		

State of Florida

Minority, Women & Florida Veteran Business Certification

Zaharions Tile Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

06/18/2015 to 06/18/2017

Chad Poppell, Secretary
Florida Department of Management Services

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850/487-0915 • www.osd.dms.state.fl.us

ZAHATIL-01 KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2015

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

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

PRODUCER
Collinsworth, Alter, Lambert, LLC
23 Eganfuskee Street
Suite 102
Jupiter, FL 33477

CONTACT NAME: Dianthe Charron
PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Association Insurance Co	11240
INSURER B : Ohio Security Insurance Company	24082
INSURER C : Southern-Owners Insurance Company	10190
INSURER D : Vinings Insurance Company	
INSURER E : Federal Insurance Company	20281
INSURER F :	

INSURED
Zaharion's Tile, Inc.
1338 South Killian Drive
11
Lake Park, FL 33403

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLP016837601	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAS55979456	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			4988621701	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV017331501	06/01/2015	06/01/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Leased/Rented Equpt			45467778EUC	06/01/2015	06/01/2016		100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured for General Liability including products completed operations, and Auto Liability when required by written contract. General Liability is primary and non-contributory for the additional insureds when required by written contract. Waiver of subrogation applies to General Liability, Auto Liability, and Workers Compensation for the certificate holders when required by written contract. Umbrella extends over general liability, auto liability and employers liability. Cancellation applies as per policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT!

THIS IS YOUR CERTIFICATE OF COMPETENCY
PALM BEACH COUNTY, FLORIDA

Detach card from this form

PALM BEACH COUNTY CONTRACTORS
CERTIFICATE OF COMPETENCY

CERTIFICATE # U 17022

EXPIRATION 09/30/2015

NAME: REBECCA S ZAHARION
FIRM: ZAHARION'S TILE INC
DBA:
1358 S KILLIAN DR
SUITE 41
LAKE PARK FL 33403

CERTIFIED CONTRACTOR
TILE, TERRAZZO & MARBLE

FEE: $250.00
ISSUED BY: S MATTHES ON: 09/24/2013
ID: 0026040

Signature: Rebecca S Z
Contractor Signature Required

Detach card from this form

1) PLEASE CHECK ALL INFORMATION TO ENSURE THAT IT IS CORRECT

2) CERTIFICATE MUST BE SIGNED

3) FOLD THE CARD WHERE INDICATED FOR EASE IN CARRYING

QUOTE FORM

CARPET REPLACEMENT AND TILE INSTALLATION
TOWN OF LAKE PARK, TOWN HALL FACILITY, 535 PARK AVENUE

Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 1 copies).

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

Twenty Thousand Six Hundred Two and 11/100 ($ 20,602.11) US Dollars

Completion: All work must be completed within 30 days of the date of issuance of the Purchase Order. Hours of work: Contractor may only perform work on this project Monday – Friday between 8am and 5pm, unless pre-approved for other hours by the Town.

Required documents attached?	(Yes or No)
- Schedule of Bid Items	Yes
- Acknowledge Addenda # ___ (if issued)	Yes
- 1 Original and 1 copy of the following:	
- Quote Form (signed)	Yes
- Clarifications/Exceptions (inc. equipment shop dwgs.)	Yes
- List of Subcontractors and Prime Vendors	Yes
- List of References	Yes
- Licenses (copies of applicable licenses)	Yes
- Proof of Existing Insurance Coverage	Yes
- Drug Free Workplace Certification	Yes
- Non-collusion Affidavit of Prime Bidder	Yes
- Anti-kickback Affidavit	Yes
- Certification of Non-segregated Facilities	Yes

NAME OF FIRM: Empire Today, LLC

ADDRESS: 1320 SW 32nd way
Deerfield Beach, FL 33442

PHONE #: (954) 224-8422 FAX #: (708) 236-4443

E-MAIL: chjohndrow@empire-today.com

AUTHORIZED SIGNATURE: [signature]

NAME & TITLE (TYPED or PRINTED): Chris Johndrow - Commercial Account Executive

REQUEST FOR QUOTE

TITLE: Carpet Replacement and Tile Installation at Lake Park Town Hall Facility

QUOTE DUE DATE: July 22, 2015

CONTACT PERSON WITH TOWN: Richard Scherle, Assistant to Director, Public Works
Tel. 561.881.3345

SCHEDULE OF BID ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT	ESTIMATED COST
1	Indemnification	1	Job	$ 100.00
2	Mobilization, includes registration with the Town and permit (permit fee waived).	1	Job	Ø
3	Pedestrian safety	1	Job	Ø
4	Removal and Disposal of Existing Old Carpet	1	Job	$ 941.07
5	Provide and Install New Carpet – Lees by Mohawk Group – Ground Strata II I 893 Terra	1	Job	$ 12,995.75
6	Provide and Install New Dal-Tile Quarry Tile with tile baseboard trim, shoe molding on existing wooden base, and Beveled Edge to Elevator – 4x8" tile with 6x6" tile baseboard. Color: Blaze Flash 0Q41 (2)	1	Job	$ 6,565.29
	Bid Items 1-6 TOTAL ESTIMATED COST			$ 20,608.11

SCHEDULE OF BID ITEMS
(continued)

Received 11:21 A.M.
07/22/15 R. Pittman

Submitted by: Chris Johndrow

Date: 7/21/15

Name of Firm: Empire Today LLC

E-mail address: chjohndrow@empire-today.com

Address: 1320 SW 32nd Way
Deerfield Beach, FL 33442

Telephone No: (954) 224-8422

Submit Signed Contract Document to:
Town of Lake Park Public Works Department
Attn: Richard Scherle
650 Old Dixie Highway
Lake Park, Florida 33403

Phone No: 561.881.3345

Fax No: 561.881.3349

E-mail: RScherle@lakeparkflorida.gov

EMPIRE TODAY
Carpet & Flooring

U.S. Communities Project Quote

CUSTOMER INFORMATION		PROJECT LOCATION	
QUOTE DATE:	7/22/2015	☐ CHECK BOX IF SAME AS CUSTOMER INFORMATION	
* Quote valid for a period of 30 days from the above date		NAME:	Town Hall facility
NAME:	Richard Scherle	ADDRESS:	535 Park Avenue
TITLE:	Assistant to Director, Public Works		
ORGANIZATION /ENTITY OR AGENCY NAME:	Town of Lake Park	CITY/STATE:	Lake Park, FL 33403
ADDRESS:	650 Old Dixie Highway	PHONE:	
		EMPIRE TODAY CONTACT INFORMATION	
		NAME:	Chris Johndrow
TIN/EIN #:		MARKET:	West Palm
CITY / STATE:	Lake Park, FL 33403	PHONE:	(954) 224-8422
PHONE:	561.881.3345	FAX:	(708) 236-4443
FAX:	561.881.3349		
EMAIL:	RScherle@lakeparkflorida.gov		
TAX EXEMPT? Y/N:	Yes	EMAIL:	chjohndrow@empire-today.com

ITEM #	QTY	PRODUCT OR LABOR DESCRIPTION	UNIT PRICE	PRODUCT/LABOR SPECIAL COMMENTS	AMOUNT
1	362	Mohawk Emerging Lights II Broadloom Carpet	$23.78	price per sq/yd	$8,608.36
2	11	Roberts-6700-4 Indoor/Outdoor Carpet Adhesive	$30.38	ea	$334.18
3	362	Broadloom Carpet Freight	$0.33	price per sq/yd	$119.46
4	362	Broadloom Carpet Labor	$3.75	price per sq/yd	$1,357.50
5	229	Carpet Take Up Labor	$3.75	price per sq/yd	$858.75
6	29	Labor for steps	$31.25	ea	$906.25
7	112	Labor for binding carpet sides on the stairs	$3.75	price per Ln/ft	$420.00
8	1	Travel Expense	$1,250.00	one time	$1,250.00
9					
10	463	Dal Tile Quarry Tile 4x8 Color: Blaze Flash 0Q41 Non-Abrasive	$3.73	price per sq/ft	$1,726.99
11	463	Dal Tile Quarry Tile 4x8 Color: Blaze Flash 0Q41 Abrasive	$4.17	price per sq/ft	$1,930.71
12	5	Grout 25 lb Bag	$8.97	ea	$44.85
13	9	MA710G 710 Premium Set Plus Thin Set 50 LB bag	$10.60	ea	$95.40
14	463	Ceramic Labor	$2.75	price per sq/ft	$1,273.25
15	49	Carpet Take Up Labor	$1.68	price per sq/yd	$82.32
16	76	Bull Nose 6x6 Q-1665 Color: Blaze Flash 0Q41 Non-Abrasive	$3.69	price per Ln/ft	$280.44
17	76	Bull Nose 6x6 Q-1665 Color: Blaze Flash 0Q41 Abrasive	$4.44	price per Ln/ft	$337.44
18	1	Grout 25 lb Bag	$8.97	ea	$8.97
19	2	MA710G 710 Premium Set Plus Thin Set 50 LB bag	$10.60	ea	$21.20
20	76	Bull Nose Labor	$0.75	price per Ln/ft	$57.00
21	21	Pieces Bull nose corner QCRL-I665 Color: Blaze Flash 0Q41 Non-Abrasive	$3.67	ea	$77.07
22	21	Bull nose corner QCRL-I665 Color: Blaze Flash 0Q41 Abrasive	$4.05	ea	$85.05
23	21	Corner Labor	$6.25	ea	$131.25
24	5	Floor Prep (Plani Patch) 25lb Bag (spread rate 100 SF)	$13.38	ea	$66.90
25	433	Floor Prep Labor	$0.75	price per sq/ft	$324.75
26	44	Stocked ¼ Round	$0.44	price per Ln/ft	$19.36
27	44	Quarter Round Labor	$0.93	price per Ln/ft	$40.92
28	7	Roppe #177 Vinyl Transition	$1.65	price per Ln/ft	$11.55
29	7	Transition Labor	$0.93	price per Ln/ft	$6.51
30	12	Roppe #155/152 Vinyl Transition	$1.21	price per Ln/ft	$14.52
31	12	Transition Labor	$0.93	price per Ln/ft	$11.16
32					
33	229	Recovery and Consolidation	$0.00	Carpet Recycling Program	$0.00
34					

Special Project Instructions:

Floor Preparation: Standard floor preparation is defined as routine sweeping, vacuuming, mopping for removal of dust & debris and patching minor cracks, holes or depressions up to 1/2." ANY ADDITIONAL OR SIGNIFICANT PREP OR REPAIR MUST BE COVERED AS A BILLABLE SERVICE.

Moisture Testing: Excessive moisture levels (i.e. water) will almost certainly cause a bonded floor covering to fail or fall apart. If the existing carpet is not sticking, when existing VCT is "loose" or when existing Sheet Vinyl or Laminate is bubbling, blistering or delaminating, a moisture test is required.

Customer Approval:	**Date:**	**QUOTE #: USC4191**	
This quote is for completing the project as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has been initiated.		**SUB TOTAL**	$20,502.11
		TAX	
		TOTAL	**$20,502.11**

Phone: 866-588-2353 • Fax: 866-588-2393 • Email: uscommunities@empiretoday.com

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EMPIRE TODAY
Carpet & Flooring

U.S. Communities Project Quote

CUSTOMER INFORMATION		PROJECT LOCATION	
QUOTE DATE:	7/22/2015	☐ CHECK BOX IF SAME AS CUSTOMER INFORMATION	
* Quote valid for a period of 30 days from the above date		NAME:	Town Hall facility
NAME:	Richard Scherle	ADDRESS:	535 Park Avenue
TITLE:	Assistant to Director, Public Works		
ORGANIZATION /ENTITY OR AGENCY NAME:	Town of Lake Park	CITY/STATE:	Lake Park, FL 33403
		PHONE:	
ADDRESS:	650 Old Dixie Highway	**EMPIRE TODAY CONTACT INFORMATION**	
		NAME:	Chris Johndrow
TIN/EIN #:		MARKET:	West Palm
CITY / STATE:	Lake Park, FL 33403	PHONE:	(954) 224-8422
PHONE:	561.881.3345	FAX:	(708) 236-4443
FAX:	561.881.3349		
EMAIL:	RScherle@lakeparkflorida.gov		
TAX EXEMPT? Y/N:	Yes	EMAIL:	chjohndrow@empire-today.com

ITEM #	QTY	PRODUCT OR LABOR DESCRIPTION	UNIT PRICE	PRODUCT/LABOR SPECIAL COMMENTS	AMOUNT
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24	229	Recovery and Consolidation	$0.00	Carpet Recycling Program	$0.00
25					

Special Project Instructions:

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Customer Approval:	**Date:**	**QUOTE #: USC4191**	
This quote is for completing the project as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has been initiated.		**SUB TOTAL**	$6,647.61
		TAX	
		TOTAL	**$6,647.61**

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EMPIRE TODAY
Carpet & Flooring

U.S. Communities Project Quote

CUSTOMER INFORMATION		PROJECT LOCATION	
QUOTE DATE:	7/22/2015	☐ CHECK BOX IF SAME AS CUSTOMER INFORMATION	
* Quote valid for a period of 30 days from the above date		NAME:	Town Hall facility
NAME:	Richard Scherle	ADDRESS:	535 Park Avenue
TITLE:	Assistant to Director, Public Works		
ORGANIZATION /ENTITY OR AGENCY NAME:	Town of Lake Park	CITY/STATE:	Lake Park, FL 33403
		PHONE:	
ADDRESS:	650 Old Dixie Highway	**EMPIRE TODAY CONTACT INFORMATION**	
		NAME:	Chris Johndrow
TIN/EIN #:		MARKET:	West Palm
CITY / STATE:	Lake Park, FL 33403	PHONE:	(954) 224-8422
PHONE:	561.881.3345	FAX:	(708) 236-4443
FAX:	561.881.3349		
EMAIL:	RScherle@lakeparkflorida.gov		
TAX EXEMPT? Y/N:	Yes	EMAIL:	chjohndrow@empire-today.com

ITEM #	QTY	PRODUCT OR LABOR DESCRIPTION	UNIT PRICE	PRODUCT/LABOR SPECIAL COMMENTS	AMOUNT
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8	1	Travel Expense	$1,250.00	one time	$1,250.00
9					
10	229	Recovery and Consolidation	$0.00	Carpet Recycling Program	$0.00
11					

Special Project Instructions:

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Customer Approval:	**Date:**	**QUOTE #: USC4191**	
This quote is for completing the project as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has been initiated.		**SUB TOTAL**	$13,854.50
		TAX	
		TOTAL	**$13,854.50**

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LIST OF SUBCONTRACTORS AND PRIME VENDORS

The following are the subcontractors and prime vendors anticipated to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK, Project Manager.

NAME OF COMPANY	ADDRESS OF COMPANY	PHONE/CONTACT
1) Empire will provide list of Subcontractors and prime vendors when awarded a contract.		
2)		
3)		
4)		
5)		

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company/Agency Name: City of Deerfield Beach
Address: 401 S.W. 4th St.
Deerfield Beach, FL 33441

Point of Contact: Frank Cristiano, LEED
Phone Number: (954) 480-4315
Fax Number: (954) 480-4435
E-mail: fcristiano@deerfield-Beach.com

REFERENCE #2

Company/Agency Name: City of Sunny Isles
Address: 18070 Collins Ave
Sunny Isles Beach, FL 33160

Point of Contact: Andrew Rozwadowski
Phone Number: (305) 792-1953
Fax Number: (305) 792-1605
E-mail: aroz@sibfl.net

REFERENCE #3

Company/Agency Name: City of Temple Terrace
Address: 11250 North 56th street
Temple Terrace, FL 33617

Point of Contact: Gerald Seeber
Phone Number: (813) 506-6400
Fax Number:
E-mail: jseeber@templeterrace.com

INCLUDE PROOF OF PROPER LICENSING (APPLICABLE LICENSING TO PERFORM THE REQUIRED SERVICES)

If a city license is required Empire will obtain one before work is performed

- See accompanying State License

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

HEATH, JEFFREY SCOTT
EMPIRE TODAY, LLC
9319 PEACH PALM AVE
TAMPA FL 33619

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1509675 ISSUED: 08/24/2014

CERTIFIED GENERAL CONTRACTOR
HEATH, JEFFREY SCOTT
EMPIRE TODAY, LLC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1408240003616

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1509675	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

HEATH, JEFFREY SCOTT
EMPIRE TODAY, LLC
9319 PEACH PALM AVE
TAMPA FL 33619

ISSUED: 08/24/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1408240003616

INCLUDE PROOF OF EXISTING INSURANCE

Empire will provide Insurance certificate, Project Specific, prior to comencing work

- See accompanying Insurance Certificate

Client#: 63953 EMPITOD1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2015

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

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

PRODUCER
Construction - Remegi Team
Mesirow Insurance Services
353 N. Clark Street
Chicago, IL 60654

CONTACT NAME: Jennie Fronczak
PHONE (A/C, No, Ext): 312 595-2848 FAX (A/C, No): 312 595-6381
E-MAIL ADDRESS: jfronczak@mesirowfinancial.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : American Casualty Co of Reading	20427
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Empire Today, LLC.
333 Northwest Avenue
Northlake, IL 60164

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			5082523372	04/15/2015	04/15/2016	EACH OCCURRENCE	$1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PROJECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			5082523338	04/15/2015	04/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	[X] ANY AUTO			5082523341	04/15/2015	04/15/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS / [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			L4018057059	04/15/2015	04/15/2016	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED [X] RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5082523419	04/15/2015	04/15/2016	WC STATUTORY LIMITS / OTHER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]	N / A		5082523355	04/15/2015	04/15/2016	E.L. EACH ACCIDENT	$500,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5082523369 (CA)	04/15/2015	04/15/2016	E.L. DISEASE - EA EMPLOYEE	$500,000
				CA Limits:1,000,000	$1,000,000	$1,000,000	E.L. DISEASE - POLICY LIMIT	$500,000

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

CERTIFICATE HOLDER

******PROOF OF INSURANCE********
****
****

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John P. Harney

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CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the ~~firm of~~ entity Empire Today, LLC, maintains a drug-free workplace program, and that the following conditions are met: via the Company Policy Manual

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.

2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. We impose a sanction on, ~~or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by~~ or take disciplinary action relative to any employee who is convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature 7.21.15 (Date)

Paul W. Carter, EVP Operations
Name & title (typed)

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Paul W. Carter, who, being by me first duly sworn, made the following statements:

1. The business address of 353 Northwest Ave, Northlake, IL 60164 (name of bidder or contractor) Empire Today, LLC.

2. My relationship to Empire Today, LLC (name of bidder or contractor) is EVP, Operations (relationship such as sole proprietor, partner, president, vice president, etc.).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority) 7/22/15

Sworn to and subscribed before me in the state of Illinois and county of Cook.

on the 22nd day of July, 2015.

Michelle Stevens

Notary Public

My commission expires: 8-13-16

(Affix seal)

MICHELLE STEVENS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 13, 2016

ANTI-KICKBACK AFFADAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Paul W. Carter, who, after being by me first duly sworn, deposes and says:

(1) I am EVP, Operations of Empire Today, LLC, the bidder that has submitted a proposal to perform work for the following project:

Contract # N/A Project name: Town Hall Facility

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this 22nd day of July 20 15

by Paul W. Carter, who is personally known to me or who has

produced Self as identification.

NOTARY SEAL:

MICHELLE STEVENS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 13, 2016

Notary Signature: Michelle Stevens

Notary Name: Michelle Stevens
Notary Public-State of Florida

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he,/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Town Hall Facility

Company Name and Address:

Signature: Paul Carter

Name & Title: Paul W. Carter, EVP Purchas