AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 15, 2012, 7:00 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kendall Rumsey	—	**Vice-Mayor**
Steven Hockman	—	**Commissioner**
Jeanine Longtin	—	**Commissioner**
Tim Stevens	—	**Commissioner**
Dale S. Sugerman, Ph.D.	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez Lemley, CMC	—	**Town Clerk**

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

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PRESENTATION:

1. **Proclamation in Honor of Appreciation to James S. Titcomb for his Service As Interim Town Manager** **Tab 1**
2. **Proclamation in Memory of Edmond and Eva Folsom** **Tab 2**
3. **Proclamation Recognizing September as Muscular Dystrophy Association Firefighters Appreciation Month** **Tab 3**
4. **2012 Summer Camp** **Tab 4**

G. PUBLIC and OTHER COMMENT:

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so

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

H. 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.

Recommended For Approval:

5. **Special Call Commission Meeting "Budget Workshop" Minutes of July 11, 2012** **Tab 5**
6. **Regular Commission Meeting Minutes of July 18, 2012** **Tab 6**
7. **Regular Commission Meeting Minutes of August 1, 2012** **Tab 7**
8. **Replacement of the Irrigation Pump and Motor at Bert Bostrom Park** **Tab 8**
9. **Resolution No. 19-08-12 To Amend the Town Classification and Pay Plan to Include the Position and Job Description of Project Manager** **Tab 9**

I. BOARD MEMBER APPOINTMENT:

10. **Reappointment to the Library Board** **Tab 10**
11. **Board Appointment to the Planning and Zoning Board** **Tab 11**

J. DISCUSSION AND POSSIBLE ACTION:

12. **Appointment of a Marina Task Force to Specifically Address Parking and Circulation Issues at the Lake Park Harbor Marina** **Tab 12**
13. **Authorizing the Mayor to Execute the 8th Addendum to the Law Enforcement Services Agreement with Palm Beach Sheriff's Office (PBSO) Beginning October 1, 2012 through September 30, 2013** **Tab 13**
14. **Authorize the Mayor to Sign a Contract for Events Coordination with J.E.S. Production and Design** **Tab 14**
15. **Review of Draft of Revised Handbook of Procedures and Policies for Employees of the Town of Lake Park (Employee Handbook)** **Tab 15**

K. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

L. ADJOURNMENT:

Proclamations

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **August 15, 2012** **Agenda Item No.** Tab 1

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

[x] Other: Proclamation

SUBJECT: **Proclamation in Honor of James S. Titcomb for His Service as Interim Town Manager of the Town of Lake Park**

RECOMMENDED MOTION/ACTION: **Approval**

Approved by Town Manager Dale S. Sugerman **Date:** 8/7/12

Name/Title Human Resources Director — 8/7/12 Date of Actual Submittal

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

Summary Explanation/Background:

On February 16, 2012, James S. Titcomb was appointed as the Interim Town Manager for the Town of Lake Park. The purpose of this agenda item is to honor him for his service and express our gratitude to him for his contributions to this community.

PROCLAMATION
IN HONOR OF JAMES S. TITCOMB

WHEREAS; James S. Titcomb is an executive management problem solver with a major degree of experience in the area of Public Administration having served for many years as the Executive Director of the Palm Beach County League of Cities, as the Village Manager for the Village of North Palm Beach, Florida, and for two terms as an elected City Commissioner and Vice Mayor for the City of Boynton Beach, Florida; and

WHEREAS; on February 16, 2012, James S. Titcomb was appointed by the Town Commission to serve as the Interim Town Manager for the Town of Lake Park; and

WHEREAS; James S. Titcomb served in this capacity until July 6, 2012, and despite his brief tenure he was able to make significant progress in effectively resolving issues affecting the Town while always maintaining an open-door policy and meaningful dialogue with members of the Lake Park community and staff; and

WHEREAS; James S. Titcomb also directly assisted in the recruitment of the new Town Manager as well as several senior Department Heads, and provided his counsel and advice in order to ensure that this process proceeded smoothly and expeditiously; and

WHEREAS; through his service to this community, James S. Titcomb established himself as a friend and mentor to all who have had the privilege of knowing him, and as an individual who has demonstrated his civic enthusiasm and concern for the Town of Lake Park; and

WHEREAS; the Commission of the Town of Lake Park wishes to publicly recognize James S. Titcomb for his service to this community and honor him for his achievement.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, do hereby publicly commend James S. Titcomb and express our sincere gratitude for the services which he has rendered to this community.

IN WITNESS WHEREOF, *I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 15th day of August, 2012.*

By: _____
Mayor James DuBois

ATTEST:

_____
Vivian Mendez Lemley, Town Clerk

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 2

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

SUBJECT: Proclamation in Memory of Edmond and Eva Folsom
RECOMMENDED MOTION/ACTION:

Approval of Proclamation

Approved by Town Manager _____ **Date:** 8/8/12

Karen Mahnk, Library Director — 8/7/2012
Name/Title — **Date of Actual Submittal**

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

Summary Explanation/Background: For many years, Town residents Edmond and Eva Folsom contributed their volunteer service to the Town of Lake Park by serving as volunteers and educators in our community, as long-time members of the Friends of the Lake Park Library as well as the Lake Park Historical Society. Both Edmond and Eva Folsom passed away in June, 2012, and the purpose of this item is to recognize them posthumously for their many years of dedication and service to the Town.

PROCLAMATION
IN MEMORY OF
EDMOND AND EVA FOLSOM

WHEREAS; Edmond and Eva Folsom *had been long time residents of the Town of Lake Park since 1958; and*

WHEREAS; Edmond and Eva Folsom *had been enthusiastic friends and neighbors to all who had the privilege of knowing them; and*

WHEREAS; Eva Folsom *served as a dedicated educator in our community schools; and*

WHEREAS; Edmond and Eva Folsom *actively served as members and officers of a number of local organizations, most particularly the Friends of the Lake Park Library as well as the Lake Park Historical Society; and*

WHEREAS; Edmond and Eva Folsom *each served as an inspiration to others by way of their examples as educators, volunteers, authors, and poets, and*

WHEREAS; Edmond and Eva Folsom *passed away in June of 2012; and*

WHEREAS; *the Town of Lake Park wishes to honor the memories of* ***Edmond and Eva Folsom*** *together for their community spirit and dedication.*

NOW, THEREFORE, *on behalf of the Commission of the Town Of Lake Park, I James DuBois, Mayor of the Town of Lake Park, do hereby publicly recognize and commend* ***Edmond and Eva Folsom*** *posthumously for their dedication, citizenship and volunteerism and express our sympathies to their family and present to them this Proclamation as an expression of our sincere gratitude and appreciation for their many years of service to this community.*

IN WITNESS WHEREOF, *I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 15th day of August, 2012.*

BY:

_____
Mayor James DuBois

ATTEST:

_____
Vivian Mendez Lemley, Town Clerk

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 3

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

SUBJECT: **Proclamation Recognizing September as Muscular Dystrophy Association Firefighters Appreciation Month**

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

Approved by Town Manager DSS **Date:** 8/9/12

Vivian Lemley
Name/Title

July 26, 2012
Date of Actual Submittal

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

Summary Explanation/Background:

The Town of Lake Park has been asked by the Muscular Dystrophy Association to proclaim September as Muscular Dystrophy Association Firefighters Appreciation Month. The attached email from Chris MacHatton, Volunteer for the Muscular Dystrophy Association, states that a representative will be attending the meeting to accept the proclamation. Staff is requesting approval of the proclamation.

PROCLAMATION
RECOGNIZING

"Muscular Dystrophy Association Firefighter Appreciation Month"

WHEREAS, hundreds of dedicated and selfless firefighters in our state provide vital and lifesaving services to the citizens of their communities; and

WHEREAS, at a moment's notice, these men and women risk their lives by subduing fires and rescuing those trapped in infernos, as well as saving citizens from emergencies that could have been deadly situations; and

WHEREAS, firefighters contribute significantly to the continued well-being of Lake Park through their outstanding commitment to community service. Their sense of duty and responsibility is evidenced by their hundreds of volunteer hours in annual boot drives to collect funds to fight Muscular Dystrophy; and

WHEREAS, for the past 50 years, firefighters throughout Lake Park and the nation have worked to eradicate the Muscular Dystrophies, such as Lou Gehrig's disease, Duchenne's and other neuromuscular diseases; and

WHEREAS, many of the Lake Park citizens have benefited from the funds raised by firefighters in the "Fill-the-Boot" Campaign, and these public servants make invaluable contributions to our Town in all the tasks they perform.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I James DuBois, Mayor of the Town of Lake Park do hereby proclaim September 2012 as:

"Muscular Dystrophy Association Firefighters Appreciation Month"

IN WITNESS WHEREOF, *I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 15th day of August, 2012.*

BY: _____
Mayor, James DuBois

ATTEST: _____
Town Clerk, Vivian Mendez Lemley

Vivian Lemley

From: Jacksonville A MDA [3541.office@mdausa.org]
Sent: Friday, July 20, 2012 2:07 PM
To: Town Clerk
Subject: Proclamation Request
Attachments: Lake Park proclamation.doc

Good afternoon,

The Muscular Dystrophy Association is holding an event in your area working with local firefighters and we would love it if you could provide us with a proclamation for "Muscular Dystrophy Association Firefighter Appreciation Month". Please find our proclamation attached. Please note the time constraint, as the event is taking August 30th through September 3rd, it will require to be added to the agenda for your next meeting.

Please note we have made every effort to match the proclamation with your city's next meeting date and structure, however if this information is not correct or if it requires any modification, please feel free to make the changes.

We do plan on having a member of the fire department there to receive it, so please respond if at all possible to confirm receipt and the date and time of the meeting so we can forward that on.

Thanks,

Chris MacHatton

Volunteer

Muscular Dystrophy Association

7077 Bonneval Road, Suite 400

Jacksonville, Florida 32216

904-296-6799; 904-296-8575

498.office@mdausa.org

MDA is the nation's leading voluntary health agency sponsoring ALS research and life-enhancing services for those affected by this disorder. Amyotrophic lateral sclerosis (Lou Gehrig's disease) has been included among the diseases in MDA's program since the 1950's.

NOTICE OF CONFIDENTIALITY:
The information contained in this message is confidential and may constitute inside or non-public information under international, federal or state laws and is intended only for the use of the addressee(s). Unauthorized forwarding, copying, printing, distributing or using such information is

strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by E-mail.

PLEASE NOTE: Florida has a very broad public records law per Fla. Statute 119. Most written communications to or from the Flagler County Sheriff's Office employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. If you do not want your e-mail address released, do not send electronic mail to this agency. Instead, contact this office by phone or in writing.

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 4

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

SUBJECT: Report on 2012 Lake Park Summer Camp Activities

RECOMMENDED MOTION/ACTION:

Approved by Town Manager _____ **Date:** 8/10/12

Kathleen Carroll/Recreation Director
Name/Title

August 8, 2012
Date of Actual Submittal

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

Summary Explanation/Background: The purpose of this agenda item is to highlight the various activities and field trips during the Town of Lake Park's summer camp 2012.

Town of Lake Park

Parks & Recreation
Summer Camp 2012

Activities

- Arts & Crafts
- Indoor Action Games
- Sports & Games
- Indoor Quiet Games
- Intramurals
- Community Garden
- Karaoke/Dance
- Story Time
- Red Cross Simulator Bus/Tornadoes
- Animal Care Control
- Arff
- Fire Safety
- Carnival Day

Field Trips

- Calypso Bay
- Barracuda Bay
- Peanut Island
- S.Olive Splash Pad
- Sports Planet
- Skate Zone
- Strike Zone
- Movies
- Puttin' Around
- Bounce U
- Loggerhead Turtle Sanctuary
- Busch Wildlife Sanctuary
- Kids's Fishing Day

Snap Shots

More Snap Shots...

And Even More Snap Shots…

And More...

And More & More...

And More & More & More

And More & More & More & More...

More & More Continues…

And.....

It Comes To A Close....

And Now It Ends

Thank You

- My Sincere Thanks To All Children And Parents For Allowing This Summer Camp To Be Fun And Successful…
  - Now I Need A Vacation ……

Consent Agenda

TAB 5

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **August 15, 2012** **Agenda Item No.** Tab 5

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

SUBJECT: **Special Call Commission Meeting "Budget Workshop" Minutes of July 11, 2012**

RECOMMENDED MOTION/ACTION: **Approve**

Approved by Town Manager _____ **Date:** 8/3/12

Vivian Lemley — August 2, 2012

Name/Title — Date of Actual Submittal

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

Summary Explanation/Background:

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Budget Workshop
Wednesday, July 11, 2012, 6:30 P.M.
Lake Park Town Hall
535 Park Avenue

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

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

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. DISCUSSION

1. **General Fund**
2. **Debt Service Fund**
3. **Streets and Roads Fund**
4. **Enterprise Funds**

E. ADJOURNMENT

Minutes
Town of Lake Park, Florida
Special Call Commission Meeting
"Budget Workshop"
Wednesday, July 11, 2012, 6:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Special Call Commission Meeting "Budget Workshop" on Wednesday, July 11, 2012 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, Jeanine Longtin and Tim Stevens, Town Manager Dale S. Sugerman, and Town Clerk Vivian Lemley. Commissioner Stevens arrived at 6:35 p.m. and Town Attorney Thomas Baird was absent.

Mayor DuBois welcomed Town Manager Dale S. Sugerman and then led the Pledge of Allegiance. Town Clerk Vivian Lemley performed the Roll Call.

DISCUSSION:

Town Manager Dale S. Sugerman introduced himself and presented the "preliminary tentative" budget, which was prepared by himself and the Finance Director. The attached Town Manager message (See exhibit "A") explains the "plan" for this fiscal year's budget.

Commissioner Stevens asked when the final tentative budget would be provided to the Commission.

Town Manager Sugerman explained that the Commission would be setting that date as per agenda item D4 entitled "Setting the next Budget Workshop Date".

Commissioner Longtin asked if the document would be available for review by the citizens.

Town Manager Sugerman stated "yes".

Finance Director Blake Rane appreciated working with Town Manager Sugerman over the past eight (8) days on preparing the preliminary budget. He presented an overview of the budget. (See exhibit "B")

Commissioner Stevens asked what FTE's stands for in slide 5.

Finance Director Rane explained that FTE stands for Full Time Equivalent.

Commissioner Longtin stated that on slide 3 the total count of residential properties in Town equals less than 2200 dwelling units, but thought that there were 3500 dwelling units in Town. She asked how many empty properties there are in Town.

Finance Director Rane stated that he did not have that figure at the moment, but would provide that number.

Town Manager Sugerman explained that even if a property was vacant, it would still hit the property tax rolls and should appear in the total count. He stated that they went to the Property Appraiser office and they believe the number is accurate.

Finance Director Rane explained that these are the properties that are listed as residential by the Property Appraiser.

Commissioner Longtin stated that she would figure out where she got the 3500 resident number from, and thanked Mr. Rane.

Vice-Mayor Rumsey asked what the numbers added up to.

Finance Director Rane stated about 2200.

Commissioner Longtin stated that the number was 2141.

Finance Director Rane explained that there are a number of properties with zero value, which maybe why the numbers are different.

Commissioner Longtin asked what would cause a zero value.

Town Manager Sugerman explained that any property that has an assessed value of $49,000 or less.

Finance Director Rane clarified that any home that has an assessed value of less than $25,000 and is homesteaded would have a zero value. He explained how homestead works and that the first $25,000 is homesteaded off, the next $25,000 is taxed, and the third is homesteaded off. So if a property is valued at less than $25,000 and it has a homestead on it, then it would be zero.

Commissioner Longtin stated that she hopes the Town does not have any of those. She stated that her numbers could be off.

Commissioner Stevens stated that there could be several of those in Town.

Vice-Mayor Rumsey explained that there were two homes on his street that basically sold for that.

Finance Director Rane continued his presentation and explained that on slide 7 it shows budget versus the decrease of General Fund revenue by the Town.

Commissioner Stevens asked if the $8.1 million is assuming the Town adopts an 8.4 Millage rate.

Finance Director Rane stated that he was correct.

Town Manager Sugerman explained that the difference between the two numbers, Revenue of $8.1 million and Expenses of $8.2 million is the $216,000 gap that was mentioned in exhibit "A", page 2 paragraph 2.

Finance Director Rane explained that they have included a $100,000 carry forward of surplus and on the last page of the Non-Departmental – 900 tab it includes a $125,000 addition to the General Fund, Fund Balance. He explained that the net of those two accounts, once they get in balance would mean that they would increase Fund Balance for the General Fund by a goal of $25,000. He explained that if they do not need the $100,000 of expense, then they would be at $125,000, which would allow for a little flexibility.

Town Manager Sugerman clarified that as a last resort they would use $100,000 of transferred funds, and if they do not then it would be $125,000 to the good.

Finance Director Rane stated that transfer is the correct terminology. He referred to slide 8 and explained what revenue would be collected for each of the Millage rates listed.

Town Manager Sugerman clarified what slide 8 meant to the residents. He explained that the proposed Millage rate of 8.4000 would generate zero dollars towards the General Fund. If the Millage rate of 8.4250 were set the Town would collect $9,754 more dollars than the proposed 8.4000 Millage rate. He explained that if the Millage rate is set at 8.5083, the Town would generate $42,255 more than in the proposed budget.

Finance Director Rane explained slide 9 as the goals for this evenings meeting. He explained that the proposed budget is based on no adjustment to the Stormwater or Refuse rates, and he does not anticipate making any changes to those rates.

Mayor DuBois stated that the Stormwater and Refuse rates are non Ad-Valorem assessments.

Finance Director Rane agreed.

Town Manager Sugerman included that those rates will appear on the tax bill.

Finance Director Rane stated that the rates will be the same as last year with no adjustment. He stated that the second item on slide 9 is setting the next Budget Workshop date, which was brought up earlier by Commissioners Stevens. He stated that on slides 10 through 12 are the July, August, and September calendars with the proposed workshop dates highlighted in bold.

Vice-Mayor Rumsey stated that August 8th is not good for him.

Town Manager Sugerman explained that there are several other vacant dates available, it does not have to be August 8th.

Commissioner Stevens asked if everyone would be available on August 22nd.

Vice-Mayor Rumsey stated that he would not be available from August 4 through 12th.

Commissioner Longtin asked about August 13th or 16th.

Commissioner Stevens proposed August 22nd. He asked if the final proposed balanced budget could be prepared prior to August 22nd.

Town Manager Sugerman stated that the final proposed balanced budget could be available in three weeks.

Vice-Mayor Rumsey asked when the information needed to be sent to the Property Appraisers' Office.

Finance Director Rane stated that on the July calendar (slide 10) it shows a big box with the words "Palm Beach County's Requested DR 420's Dead Line", July 27th. He explained that the next two items on slide 9 are setting the "Current Year Proposed Operating Millage Rate", which is the highest rate that we can enact in this fiscal year, which will be included in the mailing. He explained that item two is setting the "First Public Budget Hearing" date, time, and location and referred to slide 12. He suggested meeting on September 12, 2012.

Commissioner Hockman recapped that the Property Appraisers' Office needs to be notified by July 27th, and asked can the current Millage rate be kept.

Finance Director Rane stated that we can do whatever is agreed upon.

Commissioner Stevens stated that he believed that they had reached consensus that they do not want to go higher than 8.5 Mills and can vote on it today.

Mayor DuBois stated that he did not believe the Commission had to vote of this item today.

Town Manager Sugerman clarified that Finance Director Rane needs to advise Palm Beach County of the maximum tentative Millage rate because the Assessor's office sends out the proposed notice with that information. He explained for those that do not understand the process that at the beginning of this process the maximum tentative Millage rate is set so that it can go in the notice to notify the public of the maximum they will be paying in taxes. He stated that in every subsequent meeting after the notice is sent the rate can be lowered but by law it cannot go higher. He explained that tonight they need to set the tentative maximum proposed Millage rate so that the Finance Director can report to the Assessor's office.

Mayor DuBois stated that they were provided all the rates except the Roll Back Rate, which is the rate that will generate the equivalent of this year.

Town Manager Sugerman explained that the roll Back Rate is the rate that is known as what rate next year will bring in the same dollars as the current year. Since the assessed values are going down, there is less to tax; the Roll Back Rate could actually go up.

Commissioner Stevens asked if that would be 8.8 Mills.

Town Manager Sugerman explained that by law we can go up as high as 8.8057 Mills and a property tax payer would pay no more in taxes next year. If the Commission would like to keep tax payment levels year over year, a tentative tax rate could be set at 8.8057 Mills.

Commissioner Longtin clarified that the tax payer would pay no more in municipal tax only. She stated that it would not include what others charge, for example the County. She emphasized that it would be the Town of Lake Park tax only.

Town Manager Sugerman thanked Commissioner Longtin for the clarification.

Commissioner Longtin asked if they were going to go through the budget at all.

Commissioner Stevens stated that for these purposes they needed to set the Millage rate and that they would have two or three more meetings in which they could go through each line item of the budget. He stated that tonight's meeting should be limited to broad strokes and filling the requirements by the deadlines.

Mayor DuBois explained why he is concerned with going lower than the roll back rate or remaining at the current Millage rate. He stated that if they move forward with a proposed budget at the same rate, they would be repeating the same offence. He stated that with all the vacant Department Head position, those dollars were utilized this year, but the Town would have been in a much worse financial situation had those positions not been vacant. He felt that if the Millage rate stays at the same rate that the Town's financial situation will be worse next fiscal year. He suggested setting the Millage at the Roll Back Rate and working their way down from there, rather than putting themselves in a worse situation. He explained that he has been so concerned that he thought of asking if he could write a letter requesting a line of credit because the situation seemed to be getting worse. He explained that a balance transfer had been made from the Sanitation Fund to the General Fund to make up the difference.

Commissioner Longtin stated that she wanted to go through the budget and felt that it was what they were going to do at this meeting. She explained that if Town Manager Sugerman feels that setting the Millage rate at 8.4 Mills is doable then she's all for it. She stated that she is not in favor of raising the Town taxes.

Mayor DuBois explained that it does not raise the taxes; it generates that same amount of Ad-Valorem revenue.

Commissioner Longtin stated that it is raising the tax. She explained that it give the Town the same amount of money, but try telling that to the tax payer.

Commissioner Stevens clarified by saying that technically by raising the Millage the Town still gets the same amount in revenue.

Commissioner Longtin stated that until they have an opportunity to review the entire budget she would support staff suggestions.

Mayor DuBois believed that everyone had made notes regarding the budget.

General Fund - 001

Commissioner Stevens clarified that they had now moved into agenda item number 2, Commission Discussion of the Presented Preliminary Fiscal Year 2012/2013 Budget.

Commissioner Longtin stated that they had jumped around the agenda and discussed items 3, Discussion of the Storm Water and Refuse Rates; 4, Setting the next Budget Workshop Date; 5, Setting the "Current Year Proposed Operating Millage Rate"; and 6, Setting the "First Public Budget Hearing" Date, Time and Place, because they needed to focus on those questions as they review the budget.

Mayor DuBois recapped that they had settled agenda item numbers 4 through 6 and that they had touched upon item number 3, Discussion of the Storm Water and Refuse Rates. He explained that staff is recommending that the rates remain the same, but maybe they should be raised.

Commissioner Longtin stated that she would agree with staff recommendations at this point to not raise the rates.

Commissioner Stevens attempted to refocus the attention back to the agenda and go back to item number 2, Commission Discussion of the Presented Preliminary Fiscal Year 2012/2013 Budget before jumping to the other sections of the agenda.

Mayor DuBois asked the Commission which one of them had notes to which tab of the agenda book.

Commissioner Longtin suggested going through each fund and asking questions during that time.

Mayor DuBois agreed that they would start with the General Fund and then move through each fund in the book.

Commissioner Longtin asked if the public was going to have an opportunity to speak at this meeting.

Mayor DuBois stated that there will be Public Comment as item E on the agenda.

Vice-Mayor Rumsey asked if this budget represented the allocations of the Community Redevelopment Agency (CRA) percentages that were to be placed back in the General Fund.

Finance Director Rane stated "yes" they have been absorbed into the General Fund.

Vice-Mayor Rumsey if the item would be brought back for Commission approval to absorb those amounts into the General Fund.

Town Manager Sugerman stated that it would be on the July 18, 2012 Commission agenda.

Mayor DuBois asked if there were any questions on the General Fund tab.

Commissioner Longtin pointed out that page 10 of the 2012/2013 Proposed Budget book had been corrected with a yellow sheet that was provided at the beginning of the meeting.

Commissioner Hockman had a general question regarding Administrative Fees. He realized that under several different departments there is a line item for Administrative Fees and wanted to know what that specifically covered.

Town Manager Sugerman explained that under the Enterprise Funds there is an Administrative Fee for the work administered by the Finance Director and the Town Manager. The fees help assist off-setting costs of some of the salaries in the General Funds.

Commissioner Hockman asked if there was a general calculation that is used to determine the fees.

Finance Director Rane explained that there are some calculations that were established by his predecessor, which have been used over the past three (3) years.

Commissioner Longtin asked how they were calculated.

Finance Director Rane explained that they were calculated based on salaries and services performed by those departments.

Commissioner Hockman stated that it calculated to several thousand dollars, which seem rather high.

Commissioner Stevens asked where Commissioner Hockman was seeing these figures.

Commissioner Hockman stated that it was on page 11 of the General Fund tab as the last line which shows $75,000 as Administrative Fees – Marina.

Mayor DuBois explained that the fees do not generate more funds for the Town; it simply allocates the funds from one department to another.

Finance Director Rane explained that it is an attempt to charge those activity fees to those departments.

Mayor DuBois stated that it is an internal adjustment that does not generate funds.

Commissioner Longtin asked based on the logic provided why were those types of fees not charged to the CRA fund.

Finance Director Rane explained that the CRA is a separate legal entity from the Town of Lake Park, with special rules that protect the funds for redevelopment of that specific area of the Town.

Mayor DuBois explained that the each department of the General Fund can support the CRA, Marina, or the Sanitation Fund.

Town Manager Sugerman stated that in an effort to be transparent it is vitally important that they provide the Commission with a calculation of how the administration charges back fees. He stated that the same numbers were taken from last year and committed to, over the next year, do an analysis to document how the administrative charge back fee is justified.

Commissioner Hockman stated that he understood, but based on the Administrative Fees it could be an employee's full-time salary.

Town Manager Sugerman stated that it could be done in 50 hours of work.

Commissioner Hockman questioned why on page 13 it shows the carryover of $110,000 for Reimbursement-Palm Beach Sheriff Office (PBSO) Fuel, but on page 49 under the Police-200 tab it shows an expenses of fuel for $106,000.

Assistant to the Finance Director Deborah Doiron explained that they arrived at those figures by taking the last two fuel bills and averaging them out, plus including an administrative fee to PBSO every month.

Commissioner Hockman asked if they had estimated enough in the event the price of gas goes up to $5.00 per gallon.

Assistant to the Finance Director Doiron stated that PBSO pays the bill regardless if the price goes up.

Commissioner Longtin asked what Emergency Reimbursements are that appear on that same page.

Town Manager Sugerman explained that it is a place holder where funds are allocated in case the Town has a disaster.

Finance Director Rane explained that there is an Emergency Management line item with an equal amount of expense in it where, for example any funds reimbursement from FEMA or the State would be placed.

Commissioner Longtin asked why that figure was chosen.

Town Manager Sugerman stated that it was a made up figure they decided to use.

Mayor DuBois asked if this was a new line item.

Finance Director Rane explained that it was a new revenue line; the expense line always existed.

Commissioner Longtin stated that its good practice to go out to bid every three to five years and get a new set of eyes on things.

Commissioner Stevens asked what is the line item listed as Rent – PBC Sheriff.

Finance Director Rane explained that PBSO rents the building next door for $10.00 a month.

Mayor DuBois asked if there was an opportunity there to raise the revenue.

Commissioner Hockman stated that its part of the contract and thought it was $1.00 a month.

Commissioner Stevens stated that the contract needs to be renegotiated before the March 2013 deadline.

Commissioner Hockman explained that the Town also covers all the utilities and phones.

Commissioner Stevens added that the Town is already paying $4.2 million in public safety.

Mayor DuBois recapped the items discussed on the General Fund as the rent for the PBSO office, Fuel, and Administrative Fees. He stated that they need to revisit the rent for the PBSO building when renegotiating the contract.

Commissioner Stevens explained that if the Town wants to get out of that contract, PBSO must be notified by March 2013, before the contract expires in September 2013. That would allow the Town the time to check with North Palm Beach or Palm Beach Gardens for these services.

Mayor DuBois stated that it would allow for the opportunity to adjust the contract with what the Town with regards to staffing and other changes that have been made over the years.

Commissioner Longtin asked why on page 14 it shows $10,000 in Library donations.

Town Manager Sugerman explained that part of the plan is to have the Library Director, the Friends of the Library, and himself go out into the community and raise funds for the Library.

Town Commission – 100

Commissioner Hockman asked about the $6,000 in Professional Services.

Finance Director Rane explained that the Lobbyist contract has been modified from a fixed contract to an as needed contract with $4,000 budgeted to cover any fixed items the Commission may direct the Lobbyist to work on.

Mayor DuBois explained that the major issue the Lobbyist was working on was the Sober Home issue and that the Senate is now looking into the issue and it no longer needs to be sponsored by the Town.

Town Manager Sugerman believes that it is the role of the Town Manager and the Commissioners working hand-in-hand to be their own best Lobbyist.

Commissioner Stevens suggested lowering the Travel & Training budget from the Commission and Town Manager budget. He did not believe it was cost effective to stay overnight at the Florida League of Cities conference taking place in Hollywood in August. He suggested that the Commissioners attending car pool instead.

Commissioner Longtin stated that she is not in favor of cutting the Travel & Training budget and suggested that if they wanted to make big saving that they should consider giving back their salaries and she would do the same.

Commissioner Stevens asked how salaries are related to Travel & Training.

Commissioner Longtin stated that she was looking to make cuts to the budget. She explained that next year there might be a new member that would need to go to the training, which is very helpful and also a form of Lobbying.

Commissioner Stevens did not feel it was necessary to budget funds for every Commissioner to attend considering that they would all still be in office until at least March 2013.

Commissioner Longtin outlined the budget timeframe and stated that she did not want to deny a new elected official from attending.

Mayor DuBois stated that adjustments could be made to the budget.

Commissioner Stevens stated that to make up the $116,000 that they needed he suggested cutting $5,000 in Travel and Training.

Commissioner Longtin stated that there is $47,000 in salaries.

Commissioner Stevens stated that they can review salaries, but wanted to know why they had to stay at the hotel in Hollywood.

Commissioner Longtin stated that classes begin early and that was the opportunity for networking.

Mayor DuBois suggested cutting it down to $2500.

Commissioner Hockman stated that the networking is an important part of these meeting. He provided an example of how networking resulted in the House and Senate taking over the Sober House issue.

Commissioner Stevens agreed with networking but not with spending tax payer dollars on a hotel room.

Mayor DuBois stated that he was not planning on attending these conferences.

Commissioner Hockman asked that they keep in mind that this budget is for next year and that there is a possibility of new Commissioners that need to attend.

Commissioner Stevens offered to amend the budget at that time.

The Commission travel budget was cut to $2500.

Commissioner Longtin asked about saving $47,540 in salaries.

Mayor DuBois asked how much of the salaries.

Commissioner Longtin stated all or nothing.

Commissioners Longtin and Stevens struggled with the topic of salary and ultimately the Commissioners salaries were not changed.

Commissioner Hockman asked about the telephone.

Mayor DuBois stated that there is the Mayor's cell phone, and a phone in the office in the Commission Chamber.

Commissioner Hockman asked to eliminate the Mayor's cell phone.

Commissioner Stevens asked who was using the phone in the office.

Mayor DuBois stated that the CRA office would be moved into that office.

Commissioner Longtin suggested placing it in the CRA's budget and cutting the phone for one year only.

Commissioner Stevens agreed that the office phone should be cut.

Mayor DuBois stated that the Town pays for the Mayor's cell phone service; he owns the devise which he has had for one year. He believes there will be a cost to get out of the contract early, which would not be cost effective.

Commissioner Stevens asked for what the penalty would cost to get out of the contract of the Mayor's cell phone service.

Town Manager Sugerman explained that he has already been asked to do an analysis of cell phones, internal phones, and fax machines. He stated that he had not planned on doing that by the August 22, 2012 meeting, but based on the conversation he would do his best to get the statistics prepared.

The Commission decided to either have the phone in the Commission Chamber charged to the CRA or cut.

Commissioner Hockman asked why the Town is not a member of the National League of Cities. One of the benefits of being a member would be lowering prescriptions cost of residents.

Mayor DuBois explained that he prefers to spend his time with the local organizations because he feels it will benefit the Town.

Commissioner Stevens stated that he would need more information on what the National League of Cities does before making a decision.

Mayor DuBois suggested Commissioner Hockman prepare some information for the Town Manager by the next workshop on the National League of Cities.

Commissioner Longtin pointed out that last year they paid the Lobbyist $18,000 and now they are planning on taking over some of those responsibilities, so it is something to think about.

Mayor DuBois recapped that the cell phones will be reviewed and they reduced the Travel & Training to $2500.

Town Manager – 104

Mayor DuBois explained that the Town had a very effective Grant Writer and is not sure how experienced each Department Head is to write their grants. He stated that the Commission had given her many accolades and she was effective.

Finance Director Rane stated that he has not done an analysis to know how much was generated.

Commissioner Stevens explained that he had requested that information from the past manager and the Grant Writer was net positive.

Mayor DuBois explained that during the Interim Town Manager tenure it had been discussed to hire a firm.

Commissioner Stevens asked if it was possible to contract out or hire a person that would then take a 10 or 20 percent cut of the amount of the grant they bring in.

Finance Director Rane stated that there is no way to guarantee that a grant would be awarded and a person would want a guaranteed paycheck.

Commissioner Longtin stated that they can live without a Grant Writer for one year and have the Department Heads see what they can accomplish.

Commissioner Hockman stated that in speaking with other municipalities, the Department Heads usually go after their own grants.

Town Manager Sugerman stated that he has always written his own grants.

Mayor DuBois offered to get a proposal figure from a firm and see what they charge.

Commissioner Longtin stated that there are several companies that offer free grant writing courses.

Commissioner Hockman noted some minor discrepancies between the figures on page 20 and the backup material on page 21.

Town Manager Sugerman explained that he only needs single medical coverage not family coverage, which would cut that line item in half.

Commissioner Hockman questioned all the equipment leases that appear in several different departments budgets and does not believe that a copier is necessary in every department.

Town Manager Sugerman stated that he has already spoken to the Finance Director and they will be working on an analysis of the equipment and the rentals.

Commissioner Hockman explained that he had requested a report of all contract to determine if it was necessary to renew them before they were automatically renewed.

Commissioner Stevens suggested having one contract for all equipment rather than different contracts which would be more cost effective. He also suggested going with an e-fax system or scanning documents instead of providing paper copies. He suggested lowering the Town Managers Travel & Training budget.

Town Manager Sugerman offered to lower the line item to $4,000 and would pay out of pocket, if necessary, the remaining $500.

The Commission and the Town Manager discussed the necessity of cutting the Town Managers Travel & Training budget line and came to consensus to cut the budget as Town Manager Sugerman had offered.

Mayor DuBois recapped that they were going to clean up the Regular Salary line item; he would provide information about a grant writing firm; Town Manager would only require single medical coverage; and the Town Manager Travel & Training has been reduced to $4,000.

Human Resources – 105

Mayor DuBois explained that this department would be staffed at the same level as the previous year.

Commissioner Longtin asked why the Human Resources Director needs an assistant.

Town Manager Sugerman explained that the Human Resources Director does not have an assistant. The person sits at the main reception desk; therefore it was placed in that department's budget. He offered to have it transferred to the Town Manager's budget.

Commissioner Longtin asked why 38 percent of that salary is allocated to Recreation.

Finance Director Rane explained that with the increase in rental facilities a portion of the function is being funded by Recreation.

Commissioner Longtin asked why the Recreation Director does not handle those functions.

Town Manager Sugerman in an effort of cross utilization and cross training the person is utilized when needed.

Vice-Mayor Rumsey explained that most people come to Town Hall to inquire about rental property and it makes more sense to have staff help rather than waiting for the Recreation Director to come across Town.

Finance Director Rane stated that there has been additional revenue generated because someone was available to assist with facility rentals.

Commissioner Longtin stated that it is a wish that the projected revenue actually occurs for rental facilities.

Town Manager Sugerman reiterated that the budget is a plan.

Commissioner Stevens suggested having a land line or a cell phone for the Human Resources Director, but not both.

Vice-Mayor Rumsey pointed out that it would not be feasible to have the land line removed from Town Hall.

A discussed ensued between Commissioner Stevens and Vice-Mayor Rumsey on the necessity of having land lines versus cell phones for Department Heads.

Commissioner Longtin suggested removing the cell phones instead of the land lines.

Vice-Mayor Rumsey recapped that telephones are an issue and that the Town Manager and Finance Director will be conducting an analysis and are going to bring that back in the future.

Town Manager Sugerman assured the Commission that they would do the analysis and bring the information back to them for review.

Town Clerk – 106

Commissioner Hockman pointed out that the figures in this budget do not match the backup.

Finance Director Rane stated that they would correct those errors.

Town Manager Sugerman asked Commissioner Hockman for his notes so that the corrections can be made before the next budget meeting.

Commissioner Hockman questioned why the longevity pay does not match the backup and asked where the correct line item for that amount should be reflected.

Finance Director Rane explained that the note does not reflect the longevity and it will be corrected.

Commissioner Longtin asked why the Travel & Training budget had jumped so high.

Finance Director Rane felt that the Directors should attend at least one conference per year and has placed a few thousand dollars in a few other Directors budget to cover the cost.

Commissioner Longtin stated that she is in favor of that and asked why on the backup material it only reflects the purchase of a Roberts Rules of Order for a Commissioner.

Town Clerk Lemley stated that they would request the books back to save on cost of purchasing new books of any Commissioner not re-elected.

Town Manager Sugerman stated that it was a typographical error; it would be changed to Commissioners.

Legal – 108

Town Manager Sugerman apologized for Town Attorney Baird's absence because of the Town of Jupiter former elected officials' death.

Mayor DuBois announced that Bob Freedman had passed away.

Town Manager Sugerman explained that he would be meeting with Attorney Baird to discuss the budget and have it prepared by the next budget workshop.

Information Technology – 110

Commissioner Hockman questioned the longevity pay of $1500.

Town Manager Sugerman explained that he is a 15 year employee.

Commissioner Hockman felt that the DSL for home use should not be paid by the Town.

Town Manager Sugerman explained that the Town has one full-time employee that does the IT operation 24 hours a day and quite often works from home. He expressed his concern with one employee running the entire IT Department and will be reviewing this operation over the course of the next year.

Commissioner Hockman does not agree with $8,000 for computer service.

Town Manager Sugerman explained that he has worked with KDT Solutions in the past and they offer expertise that the Town currently does not have. He feels assured that the Town has backup when something happens.

Commissioner Hockman stated that the website is hosted by someone else, so if the website would go down that person would need to work on it not staff.

Town Manager Sugerman committed to the Commission that he would be able to answer all the questions regarding IT by the next year.

Commissioner Longtin stated that the Town Manager has only had a few days to prepare the budget, which can change at any time. She stated that the Town Manager will review the budget more carefully and will make the necessary adjustment.

Commissioner Stevens asked if the Town Manager was prepared to speak about the Land-to-Rail program that the Interim Town Manager was researching.

Town Manager Sugerman explained that there is a Land-to-Rail network that is available in Palm Beach County that municipalities can take advantage of. He stated that there are some advantages and some disadvantages of the service, but was not ready to recommend which way the Town should go. He stated that he will provide information as part of his review.

Commissioner Stevens stated that there are other areas within this budget to cut, but would wait to have them addressed at another time.

Finance Director Rane pointed out that on page 39 there is $5,000 allocated for hardware. He explained that the $5,000 would cover a new laptop for the Attorney and IPad's for each Commissioner.

Commissioner Stevens suggested eliminating the item.

Vice-Mayor Rumsey agreed.

Mayor DuBois asked if everyone's laptops were operating properly.

The Commission discussed the equipment they were using and agreed that they did not need upgraded laptop to perform their duties.

Town Manager Sugerman suggested cutting the line item to $2,000.

Finance – 150

Commissioner Hockman asked if the credit card fees were for credit card transactions in Town Hall or did they included the parking meters.

Finance Director Rane stated that they were for credit card fees only in Town Hall.

Commissioner Hockman asked if it was possible to have fewer pickup services per week from the Armor Car services.

Finance Director Rane agreed to review the need for pickups.

Vice-Mayor Rumsey recalled hearing Town Manager Sugerman state that the office supplies would be coordinated through his office, but noticed that each department still has funds allocated for office supplies. He wanted to know if it would still be broken up by department.

Town Manager Sugerman explained that they will be trying to get a control of office supplies by collecting as many as possible and then reducing each department's budget by 25 percent. He stated that each department will be able to still purchase some supplies.

Police – 200

Commissioner Hockman stated that he sent an email asking that the contract be reviewed.

Commissioner Longtin stated that the majority of the property tax collected pays for Police service.

Town Manager Sugerman stated that 124 percent of the expense covers Police and Fire services compared to the revenue for Ad-Valorem.

A discussion regarding the Municipal Service Tax Unit (MSTU) ensued and how several municipalities have opted to have an MSTU which allows them to lower their municipal taxes.

Commissioner Stevens recapped that the PBSO contract over the past ten years has increased about 55 percent, or over $1 million dollars although the Town's population has dropped by 6.5 percent. He explained that if the Town wants to renegotiate the contract PBSO must be notified by March 2013 before the September 2013 deadline. He explained that the Town can then either renegotiate or contract with a neighboring city for police services.

Commissioner Hockman stated that he had spoken with the previous Lieutenant regarding the number of Deputies on duty during a shift. He gave several examples of how the Lake Park Deputies were sent to cover other municipalities while on the clock in Lake Park.

Mayor DuBois asked if there was anything that could be done tonight regarding these issues.

Town Manager Sugerman asked the Commission for direction on exploring other police service options.

Motion: A motion was made by Commissioner Longtin to allow the Town Manager to use any and all tactics to explore alternatives for the delivery of police protection services prior to the expiration of the current contract holder, including renegotiation with the current contract holder; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0

Emergency Management – 250

Mayor DuBois stated that this item was discussed earlier and therefore they would move onto the next tab.

Fire – 300

Commissioner Longtin asked what could be done about Fire.

Commissioner Stevens explained that the contract expires in 2016 and the Fire Station was sold, so there hands are tied.

Commissioner Hockman stated that he heard that several Fire Stations will be undergoing cuts and did not know if Lake Park was one of those locations.

Commissioner Longtin stated that the contract does not specify the State law of 2 in 2 out and they have refused to put that in writing.

Battalion Chief Mike Wells stated that at a County Commission Workshop they discussed having three persons on a rescue versus two. He stated that because of attrition and overtime they have taken rescues down from three to two and it did cause some issues, so the County Commission directed that the staff be returned. He explained that the Lake Park service station will continue to have five staffed, three on the engine and two on rescue, with no changes.

Commissioner Longtin asked why the contract does not reflect this information.

Battalion Chief Wells stated that the contract reflects three persons either on the engine or rescue and this is based on the Millage rate. He explained that it can be broken down as an MSTU if the Town wants to pursue that, but the contract would need to be renegotiated. He stated that the rate has not changed in three years.

Commissioner Hockman questioned why the building has not been maintained.

Battalion Chief Wells explained that the irrigation well stopped working and they now have city water. He explained that they too have had budget cuts and that they are trying to maintain.

Commissioner Stevens asked about the staffing and the cost of each staff member.

Battalion Chief Wells explained that there are three shifts with five people per shift time's a 1.45 coverage factor, which totals 21 or 22 people. The 1.45 coverage factors covers sick time, fair labor standards, with every seven days they get one day off to stay within a 48 hour work week.

Commissioner Stevens asked if they can provide a list of employees to the Town.

Battalion Chief Wells indicated that he had provided a list last year and will do so again as well as the monthly reports.

Commissioner Longtin asked where the greatest number of calls come from the Town.

Battalion Chief Wells stated that Lake Shore Drive and west of Congress Avenue with 80 percent of the calls being medical. He gave examples of when they use all five staff personnel, such as a medical emergency.

Commissioner Stevens asked why they would send both units when a call comes in that a person has had a heart attack.

Town Manager Sugerman explained that most times when a call comes in that a person has had a heart attack they send both units because the cause of the heart attack could be a fire that has started. Therefore both units are called and between both units the person can receive adequate care.

Battalion Chief Wells continued by explaining that if a call comes in for a heart attack it is hard to deal with a serious situation with only two staff members, therefore they have adequate coverage for care.

Vice-Mayor Rumsey asked what would be the first hospital used.

Battalion Chief Wells explained that they will go to whatever hospital is appropriate for the condition of the patient. He explained that if a patient asked to be taken to Miami they would transport the person to Miami, if the patient is healthy enough for the trip. He stated that St. Mary's is the trauma center or they would take the person to Palm Beach Gardens Hospital.

Commissioner Longtin clarified that if a person is taken to Miami, for example, the patient has to pay for that.

Battalion Chief Wells agreed and clarified that those funds that are collected for transportation is reduced from the expense that the Town is charged for services.

Mayor DuBois clarified for those listening that if they request to go to a certain hospital, the person would be charged.

Commissioner Stevens asked if Fire Rescue receives payment from the Town as well as the insurance companies of those patients.

Finance Director Rane stated that he was not sure but would research the information.

The Commission discussed the difference between what is paid to Fire Rescue versus what is generated by the transportation fees they collect.

Public Works Administration – 400

Town Manager Sugerman pointed out that the part-time Project Manager listed is the same person that was in the CRA.

Grounds Maintenance – 406

Mayor DuBois stated that the twice a year Weeds and Feeds is not enough and should be done at least four times a year.

Commissioner Stevens suggested zero-scape to keep cost to a minimum.

Facilities Maintenance – 408

Commissioner Longtin appreciated that the manager addressed in the cover letter the maintenance issues that she has been concerned about for years.

Mayor DuBois stated that a tennis court user reported that the tennis courts need to be assessed because of their condition. He mentioned that the Veterans Memorial Flag Pole at Kelsey Park needs to be repainted.

Commissioner Hockman asked if the $1000 allocated for Repair & Maintenance at the parks is just for paint because all of the buildings need to be repainted.

Public Works Director Dave Hunt explained that last year he separated the lines items to better track the maintenance that was need at the parks.

Vice-Mayor Rumsey asked who was in charge of the maintenance at the Evergreen House.

Public Works Director Hunt explained that the maintenance of the Evergreen House is done by the Public Works department under the Facilities Maintenance budget line item. He stated that the Historical Society is charged for the internal custodial services.

Mayor DuBois suggested fundraising efforts of painting the Veterans Memorial Flagpole.

Town Manager Sugerman pointed out that on page 65 it shows that there will be one less Facility Maintenance Worker III position. He explained that in the next iteration of the budget the Commission will be provided the General Fund functions of Public Works in a single department instead of it being split out.

Vehicle Maintenance – 410

No comments made.

Parking Meters – 450

Commissioner Hockman explained that he has sent the Town Manager an email requesting what the payoff balance would be for the meters. He expressed concern with spending $73,000 of fixed cost and yet the Town is only generating $50,000. He stated that it is anticipated to generate less since the Marina has lost very large clients. He suggested pulling the meters out and finding out if they can recover any of the cost.

Mayor DuBois asked where the revenue for the meters is listed.

Finance Director Rane explained that on page 12 under General Fund there are two line items labeled Parking Meters, and on page 13 Parking Meter Violations, and on page 116 Parking Meter Revenue in the Marina Fund.

Mayor DuBois asked if there would be a cost analysis done of the Parking Meters.

Town Manager Sugerman stated that he had already committed to doing so.

Commissioner Stevens stated that the revenue is projected at $65,000 and the cost would be $74,000, which is a deficit of about $9,000.

Town Manager Sugerman pointed out that it includes the Debt Service, which comes off the books after next year.

Commissioner Stevens asked what the annual Debt Service for meters is.

Finance Director Rane stated that it is $32,280.

Commissioner Stevens stated that after next year when the Debt Service is cleared the Town would generate about $20,000 per year.

Commissioner Hockman stated that the figures are all estimated, there are no actual cost.

Town Manager Sugerman explained that his report will include two components, the financial, and the anger factor.

The Commission expressed their concerns regarding the parking meters and the impact it has had in the Town.

Commissioner Longtin stated that the parking meters are not the way she would like to generate revenue in the Town. She gave kudos to the new Town Manager and Finance Director for providing true numbers for the meters.

Commissioner Hockman asked that they keep in mind that the warranty on the meters has been removed so as the meters start to break down they will need to be repaired and replaced.

Community Development – 500

Commissioner Stevens asked for a breakdown of what each staff member does in the department.

Town Manager Sugerman welcomed Commissioner Stevens to spend a day in the department to better understand what each member's responsibilities are.

Commissioner Stevens asked if there were job descriptions and where were they located.

Town Manager Sugerman stated that they are public documents that he can receive.

Mayor DuBois asked how the upcoming road improvements projects from Palm Beach County of Old Dixie, Congress Avenue, Park Avenue Extension, and the possible train station would be implemented. He stated that he has a difficult time understanding where the capital improvements would be funded.

Town Manager Sugerman stated that the planning component is done out of Community Development, if there is a funding component then it would be done out of the Streets and Roads.

Mayor DuBois asked that the Town consider what the Treasure Coast Planning Council may recommend to the Town in the future. He explained the discussion of a meeting that he called a few weeks ago and is concerned that the Town will not be prepared to receive what they will have to offer.

Vice-Mayor Rumsey stated that the Army is planning on opening the Park Avenue Extension as part of their plan. He was not sure who would fund such a plan.

Mayor DuBois stated that it needs to be reviewed so that the Town does not lose out on these opportunities. He explained that Palm Beach County is funding the improvements and he wants to see how those improvements will best fit the Town.

Town Manager Sugerman wanted to go on the record by saying that he does not believe the County is as clear as they can be on what they plan to commit to.

Mayor DuBois expressed concern that the Town will lose these projects from the 5 year program and explained that Old Dixie Highway may never be repaired.

Town Manager Sugerman stated that the Town may not be able to control, but may be able to steer the projects.

Mayor DuBois explained that the Town has two County Commissioners that the Town can Lobby to ensure that the Town is not forgotten.

Commissioner Longtin asked what and where the 5 year plan projects documents can be located.

Mayor DuBois explained that the documents can be located on the Palm Beach County website and they include streets and roads. He explained that the Town may also have an opportunity to receive a nature center off the scrub area on Park Avenue West by the Department of Environmental Resource Management (DERM).

Commissioner Stevens agrees with the project.

Mayor DuBois suggested having speakers make presentations to the Town and the Planning and Zoning Board to explain these programs and projects.

Recreation – 600

Commissioner Longtin would like the Director to develop a wish list.

Town Manager Sugerman explained that he has requested the same information from the Director.

Commissioner Stevens is very pleased with the way the new Director has hit the ground running. He suggested getting sponsorship for the 4th of July event.

Mayor DuBois suggested getting sponsorship for St. Patrick's Day; and the Easter Egg Hunt.

Town Manager Sugerman stated that he would rather they not be funded and they solicit sponsorship for those events.

Commissioner Longtin asked where the revenue is in this budget.

Town Manager Sugerman explained that it is listed in the front in the General Fund revenue on page 12 under Recreation.

Commissioner Longtin suggested placing the revenues within each department so that it clearly shows how much revenue is generated.

Town Manager Sugerman stated that it can be done that way except that it goes against the General Fund bucket.

Commissioner Longtin stated that the Recreation Budget Analysis shows what she was referring to on page 88.

Library – 700

Commissioner Hockman noticed that the Special Pay is listed under the wrong line item as compared to the backup material. He stated that he also noticed that the loan payment is not listed.

Commissioner Stevens stated that it is included in the Contractual Services.

Finance Director Rane stated that they will break that figure out accordingly.

Library State Aid – 710

No comments made.

Non-Departmental – 900

Commissioner Longtin asked that this tab be explained.

Finance Director Rane explained that this budget reflects all the loans and debts that the Town owes. He stated that he will attempt to break this out and reflect when the debts owed and how long it will take to pay.

Commissioner Stevens explained that the information can be located in the Comprehensive Annual Financial Report (CAFR) and stated that 22 percent of the Town's budget is being used for debt service.

Town Manager Sugerman believes the Town has an opportunity to renegotiate some of the loans and see if any creditors would like to touch the Town's debt.

Commissioner Stevens agrees that the Town should look into lowering the debt by renegotiating and get away from penalties for paying off your debt early.

Commissioner Longtin asked if a motion was necessary because she agrees.

Town Manager Sugerman explained that it would not be necessary to make a motion.

Mayor DuBois explained that there may be opportunities where stakeholders can invest in the Town. He gave an example of how Seacoast Utilities Authority has recently adjusted what they are allowed to invest in with their reserve funds. He stated that they have always been able to invest in their shareholders, communities, bonds, and financial tools. In other words Seacoast can invest in the Town and asked the Town Manager to research further.

Commissioner Longtin asked why on page 99 it shows a transfer to the CRA of $245,000.

Finance Director Rane explained that on page 11 it shows that the Town collects revenue as a separate line from the Ad-Valorem Tax and then they have to transfer it to the CRA.

Commissioner Longtin asked if that was the amount of the Tax Increment Financing (TIF).

Finance Director Rane agreed. He explained that there is a Retired Police Officer Pension that the Town is required to fund and the estimated amount for this fiscal year is $84,000.

Mayor DuBois explained that the Town has had to pay previous balances that have been carried over from the past two (2) years in order to catch this fund up to where it should be.

Town Manager Sugerman explained that they are cleaning up the budget so that it does not have any carryovers.

Mayor DuBois asked if they were doing all that in this budget.

Finance Director Rane explained that all the carryovers are cleared up.

Commissioner Longtin asked for clarification.

Finance Director Rane explained that in the past the Town had its own Police Department and that the Officers had a Deferred Plan and the fund must continue to be fund. He stated that it has over $1 million in assets until all the Police Officers conclude their existence on this planet.

Town Manager Sugerman continued to explain that if the investments in that plan do not earn enough to match the assumptions of what the Pension Administrator believes it will earn, then the Town must make up the difference. He concluded by stating that the Town has not be able to fund the difference and therefore it was carrying over that difference for several years and this current fiscal year will catch it up. He stated that the line item below this one shows $125,000, which is believed to be the money that is left over at the end of next fiscal year, which will be transferred over to Fund Balance.

Insurance Fund – 150

Finance Director Rane explained that the fund was set up for Workers Compensation and Liabilities and the funds are then transferred back to the departments.

Commissioner Hockman asked if this fund included Property Insurance.

Finance Director Rane stated that it did include Property Insurance.

Commissioner Longtin asked why it was set up this way.

Finance Director Rane explained that the fund may have been set up to make sure that all the insurances were paid accurately.

Commissioner Longtin asked if he was planning on continuing to use this practice.

Finance Director Rane stated that he has not decided yet.

Town Manager Sugerman explained that this fund shows transparency.

Streets and Roads Fund – 190

Commissioner Longtin would like to see a 5 year plan for the Town's Streets and Roads.

Mayor DuBois stated that he has a wish list of Capital Improvements.

Town Manager Sugerman suggested that a 5 year plan for Streets and Roads should be done by workshop. He explained that a Capital Improvement plan is not a budget function and it is really a Capital Improvements Policy function.

Commissioner Hockman suggested instead of renting a bucket truck to invest in a used bucket truck.

Town Manager Sugerman stated that he has made a note of this suggestion.

Mayor DuBois disagrees with purchasing a used truck.

Debt Service Fund – 201

No comments made.

Marina Fund – 401

Town Manager Sugerman reminded everyone that this fund is an enterprise fund which stands alone. He stated that there are two funds that are unbalanced, the General Fund and the Marina Fund.

Mayor DuBois asked how the settlement factors into the budget.

Town Manager Sugerman stated that he spoke with the Town Attorney regarding this matter. He reported that although the Commission may have accepted the settlement amount the case has not been settled yet because all parties must agree and sign the documents.

Mayor DuBois asked if at some point the settlement amount will be reflected in the Marina budget.

Town Manager Sugerman stated that it will.

Commissioner Longtin stated that in the whole scheme of things that it is a small number.

Commissioner Stevens stated that $880,000 is quite a lot of money.

Commissioner Longtin stated that that amount will go directly back to the Marina for some of the needed repairs.

Town Manager Sugerman stated that they still do not know when that amount will flow. He stated that the documents will have to come before the Commission for execution.

Commission Stevens stated that there is no way to find out exactly when this case will be settled.

Commissioner Longtin stated that she would like to know how much it will cost to get the Marina back in shape.

Town Manager Sugerman stated that they are all interested to know how much that total number will be, but staff is new and it will take some time to get the information together.

Commissioner Longtin agreed that communication is necessary to get the information together and understands that it will take time. She read George Quintero note from the

streetwhereyoulive.wordpress.com "Looking at the Marina budget revenues from wet slips are proposed to go up from $550,000 estimated 2012 to $660,000, that's $110,000 or 20 percent more. Gasoline sales are projected to rise from $105,000 to $148,000 that's $43,000 or 41 percent more. What reason does the Town have to believe that these two revenues will increase by so much? If the revenues stay the same and don't increase on just those two line items we are looking at $153,000 shortfall that the Town will need to make up. In addition to the $112,000 Marina shortfall currently projected even with those higher revenue assumptions. Estimated losses from the Marina for 2012 is $350,000 the budget needs to be realistic." She asked staff to address the comment.

Town Manager Sugerman stated that the Commission has their plan and they believe they will be able to hit the numbers in the budget and did not believe they would have put those figures together if they did not think they could be hit.

Commissioner Stevens recapped the numbers stating that there is $380,000 in Debt Service, $60,000 of it will be paid off in 15 years, and $320,000 will be paid off in 20 years unless it is refinanced.

Commissioner Hockman asked if at the bottom of page 115 the Settlements-Construction Deficit of $15,000 was for the light poles at the Marina.

Finance Director Rane explained that the Town has received the $15,000 settlement but the Town has not done anything yet.

Commissioner Hockman asked why on the bottom of page 118 the Bank Charges/Parking Meters is zero.

Finance Director Rane explained that all the bank charges are reflected in the Finance Department.

Commissioner Hockman asked for the cost and revenue for the meters.

Finance Director Rane explained that these figures appear in the Parking Meter section of the budget. He stated that on page 119 there is a line item to transfer $10,000 to the General Fund for the meters.

Commissioner Hockman stated that it should be clearer what the $10,000 is for.

Commissioner Longtin would like a survey conducted of the surrounding area to see what they are charging for slip rental.

Town Manager Sugerman stated that he has already requested the same information from the Marina Director.

Commissioner Hockman asked if Public Works can take care of the lawn maintenance at the Marina instead of contracting this service out.

Public Works Director Hunt explained that a separate contract is used with Chris Wayne and Associates for those services at the Marina. He stated that a cost comparison analysis can be conducted to see if the Town can be competitive with the private sector.

Commissioner Hockman questioned why an employee cannot go to the Marina once a week and cut the grass.

Public Works Director Hunt explained that there is specific turf and planting material that is used at the Marina that would require specialized equipment for maintenance.

Town Manager Sugerman said it can be reviewed.

Commissioner Stevens stated that he would like to know when the contract expires.

Commissioner Longtin asked what the $450 Fuel Spill Recovery Services was for.

Town Manager Sugerman stated that the Marina dispenses fuel and therefore if there is a spill a Fuel Spill Recovery company needs to be called to clean it up.

Marina Director James Hart stated that the Marina has never had a fuel spill, but should it occur the Marina can get it cleaned up.

Commissioner Longtin stated that $450 would not cover if the Marina had a huge spill.

Marina Director Hart agreed it would not cover.

Commissioner Longtin stated that more money should be placed under contingency to cover such an item.

Town Manager Sugerman stated that if something were to happen, the Town would pay for the cost and then figure out where the funds would be taken from.

Stormwater Fund – 402

Commissioner Longtin asked to see what the plan would be for this item.

Commissioner Stevens wanted to know about the rates.

Town Manager Sugerman stated that on page 125 based on the rates it is projected that the revenue will be $505,000 and on page 127 the entire amount is projected to be spent. He reminded the Commission that this is an Enterprise Fund, it is in balance, and the rates do not need to be changed.

Motion: A motion was made by Vice-Mayor Rumsey to allow Finance Director Blake Rane to notify the Property Appraisers Office that the Town of Lake Park will not be adjusting the Stormwater rates; Commissioner Longtin made the second.

Mayor DuBois stated that there are projects that the Town has begun a few years ago and would be interested to know what the projects are.

Town Manager Sugerman stated that earlier Commissioner Longtin had asked for a five year plan and he is hearing the Mayor say that he wants a one year plan.

Mayor DuBois asked if there was a tally of the projects that they want to undertake and is it reasonable to accomplish those projects.

Town Manager Sugerman stated that he does not know what projects will be done yet, but that they will come back with a plan that will stick to the budget set of $505,000.

Public Works Director Hunt explained that what really drives this program is the permit with NPDES (National Pollution Discharge Elimination System) and that the Town is required to comply with the DEP (Department of Environmental Protection). He explained that as part of this program the Town, over the next five years, must video, and catalog the efficiency of the system. He explained that the budget includes the purchase of the video equipment and develop a master drainage plan. He explained that the last master drainage plan was developed in 1999.

Vice-Mayor Rumsey clarified that the $505,000 includes the purchase of the equipment needed so that they can begin the process.

Mayor DuBois wanted to clarify what swales they were going to contour this year. He recalled this discussion last year and knows that there are companies that provide these services. He recalls speaking to someone at the County asking if they could provide the service to the Town for a fee, but did not follow up with them.

Public Works Director Hunt explained that he did a cost analysis and found a company that would provide the services, but it would cost $175,000. The modest camera program chosen is expected to last longer than five years. He explained that the swale portion of the project was cut back to about $2,000, which will cover a three block area.

Commissioner Stevens asked if there were any immediate needs that will not be met with the current budget of $505,000.

Public Works Director Hunt stated that he could not answer until the video equipment results come back. He stated that at some point they will need to raise the rate in order to begin fixing the roads.

Mayor DuBois stated that he drove around the last time there was a large storm and there were many roads that were flooded and the streets that have been improved drained very well.

Vice-Mayor Rumsey asked if the equipment was purchased on October 1, 2012 how long will the analysis take.

Public Works Director Hunt responded five (5) years.

Vice-Mayor Rumsey stated that the work cannot be completed in a short period of time. Therefore the next budget can include the next phase of the project.

Mayor DuBois stated that he does not agree with the purchase of the equipment, but would prefer to contract for the services.

Commissioner Hockman stated that many streets in Town do not have drainage. He asked how long a company would take to video the entire Town.

Public Works Director Hunt stated that the quote he received was for $175,000.

Commissioner Hockman stated that he cannot understand why it would cost so much since the Town does not have many drainage pipes to begin with.

Mayor DuBois stated that $175,000 divided by five (5) years is about $35,000 a year and is concerned that the Town would be spending $74,000 to do the work in-house.

Commissioner Hockman asked why there were two (2) line items for Administrative Services.

Finance Director Rane stated that he would have to review and get back to him. He stated that he needs to let the Property Appraiser Office know by July 27, 2012 the rate.

Town Manager Sugerman stated that the Commission has been having a philosophical discussion on how to operate the Storm Water Utility and he will not have additional information by the next Commission meeting.

Commissioner Longtin asked where in the budget the $74,000 is listed for the equipment.

Public Works Director Hunt stated that it is listed on page 127 and 132 as Capital Outlay Improvements.

Discussion ensued as to when the purchase should be made and in which year's budget it should be reflected.

Commissioner Longtin asked what the equipment would do exactly.

Public Works Director Hunt explained that the equipment takes a video of the infrastructure of the storm drain pipes.

Commissioner Longtin asked if he had received more than one quote.

Public Works Director Hunt stated that if he is given direction then he would go out for a formal Request for Proposal (RFP) for these services.

Commissioner Longtin stated that she does not want to raise the rates and would prefer that the Town go out for an RFP.

Commissioner Stevens is in favor of the project, but does not want the rates raised.

Vote on Motion:

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

Motion passed 4-1

Commissioner Longtin asked if they were going to approve the $74,000 purchase.

Vice-Mayor Rumsey explained that they are approving the total of $505,000 and the Storm Water Rate.

Town Manager Sugerman explained that they approved the $505,000 and if the Commission would like to modify how the $505,000 is spent it can be discussed at a later date.

Commissioner Stevens stated that they must address before the end of the evening the Ad-Valorem and suggested that they stop at Sanitation.

Vice-Mayor Rumsey stated that they also have a Public Comment card that needs to be heard.

Town Manager Sugerman explained that the Sanitation Fund is only to find out if they want to remain with the same rate.

Motion: A motion was made by Vice-Mayor Rumsey that the Sanitation rate remain the same; Commissioner Stevens made the second.

The Commission asked that the Sanitation Fund budget be brought back at the next Budget Workshop Meeting.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner			

Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

Commissioner Stevens suggested that staff bring back what other municipalities rates for Sanitation and Storm Water rates are so that it can streamline the decision making process.

Mayor DuBois stated that it would be like mixing apples with oranges.

Setting the "Current Year Proposed Operating Millage Rate"

Mayor DuBois suggested going to the roll back rate.
Motion: A motion was made by Commissioner Longtin to set the Millage Rate at 8.4 as staff suggested; Commissioner Hockman made the second.

Commissioner Stevens prefer the current rate where they can then go down from there.

Mayor DuBois stated that he would be voting against the 8.4 Millage rate.

Commissioner Stevens stated that he would be voting for the current rate of 8.5083, but does not know how the shortfalls will be reached.

Mayor DuBois stated that he would agree with the Roll Back Rate, but knows the Commission will not agree.

Vice-Mayor Rumsey stated that he will support the middle ground of 8.5 Mills, but not 8.4 or 8.8 Mills.

Vote on Motion:

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

Motion failed 2-3

Motion: A motion was made by Commissioner Stevens to keep the current rate of 8.5083; Vice-Mayor Rumsey made the second.

Commissioner Longtin stated that she will be voting against this because she wants to lower the rate.

Vice-Mayor Rumsey explained that even if they keep the current rate it is lower than last year because the Roll Back would be 8.8 Mills.

Commissioner Stevens stated that residents would pay less than they did last year.

Commissioner Longtin clarified that it would be the municipal tax rate the Commission is in charge of.

Mayor DuBois stated that the proposed rate would continue an unbalanced budget and disagrees that it is the correct rate to set.

Commissioner Stevens agrees to remain with the same rate.

Vote on Motion:

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

Motion failed 2-3

Commissioner Hockman asked if this item could be brought back at next week's meeting.

Motion: A motion was made by Commissioner Stevens to set the millage rate at 8.6.

Motion failed for lack of a second.

Motion: A motion was made by Commissioner Longtin to set the Millage rate to 8.5; Commissioner Stevens made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner			

Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

Finance Director Rane asked the Commission to set the date of the First Public Budget Hearing.

Motion: A motion was made by Commissioner Longtin to set September 12, 2012 as the First Public Budget Hearing date; Vice-Mayor Rumsey made the second.

Vote on Motion:

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

Motion passed 5-0

Public Comment:

Guy Masters, 1700 NW 66th Avenue, Miami, introduced himself as the National Vice-President and business representative for the Federation of Public Employees. He stated that he has been representing the Town since 2005 and during that time has worked diligently and made concessions. He expressed disappointment that the Commission did not approve an 8.8 Millage rate. He explained that they have given up the two and a half percent contribution to the pension. He recapped the discussion of how maintenance in the Town is necessary and yet the proposed budget has the layoff of two (2) Public Works employees in the Maintenance Division. He suggested furlough days versus cutting the two (2) positions being proposed. He stated that one of the proposed layoff positions is of an employee that has been "Employee of the Year" several times. He asked the Commission to do the right thing and compromise.

Mayor DuBois thanked Mr. Masters for coming and speaking to them and for his passion.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Rumsey and seconded by Commissioner Stevens, and by unanimous vote, the meeting adjourned at 11:15 p.m.

_____
Mayor James DuBois

_____
Deputy Town Clerk, Shari Canada, CMC

_____
Town Clerk, Vivian Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

Exhibit "A"

Office of the
Town Manager

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
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www.lakeparkflorida.gov

July 6, 2012

Honorable Mayor, Vice-Mayor, Commissioners
and Residents of the Town of Lake Park

RE: Preliminary Tentative Fiscal Year 2012-2013 Operating Budget

Dear Members of the Town Commission and Residents of Lake Park:

In accordance with Chapter 2, Article III, Section 2-82 (4) of the Lake Park Code of Ordinances, enclosed is an outline of a preliminary tentative fiscal year 2012-2013 operating budget. One might ask what is meant by a "preliminary tentative" budget document? This budget message and the attached supporting pages have been constructed within the first three business days of my employment as your new town manager. This preliminary tentative budget document is being submitted so that the Town Commission has a relatively basic set of anticipated revenue and expenditure statistics which can be used during the budget workshop meeting of July 11, 2012. Within a few weeks, the Town staff and I will complete our final calculations such that we can share with you the final draft Tentative Fiscal Year 2012-2013 Operating Budget proposal which is the document that can be used going into the actual formal public hearings on the proposed budget.

It is unfortunate that I have to report that property values in the Town of Lake Park, as established by the Palm Beach County Property Appraiser, have continued to decrease. The Town's property values have decreased 3.55% over the prior year which equates to a reduction in anticipated Ad Valorem tax revenue of $135,212.00 (at last year's tax rate). The most recent county-wide statistics show that some communities have finally seen an up tick in their values, some communities have remained flat in their values, and some municipalities such as the Town of Lake Park have continued to see a slower, but nonetheless, decrease in property values. One can only hope that this downward trend has finally reached a bottom in the Town of Lake Park and that future assessed values will begin to rise.

Please understand that, at this point, the attached draft budget document does not present to you a balanced General Fund budget. Under the law, the Town Commission cannot approve deficit spending for the coming fiscal year. Therefore, it is my responsibility to ultimately present to you a General Fund budget which is balanced, and it is my commitment to do so within the coming weeks. But with a continued pattern of reduced revenues and a continued demand to attempt to leave service levels where they currently are, a balanced General Fund budget is not possible without my proposing a reduction in certain expenditures and services. Some of those reductions which I am proposing have already been inserted in the draft document and are further outlined below. Some additional reductions will still need to be taken to produce a balanced General Fund budget and the advice and input from the Town Commission, residents, other stakeholders, and Town staff is welcomed on this subject.

As of the writing of this budget message, all funds but for the General Fund and the Marina Fund are in balance. The General Fund draft budget document shows a negative difference of $116,349.00 when comparing anticipated revenues to anticipated expenditures. Part of reducing the gap down to where it presently stands includes a proposal to use $100,000.00 from the General Fund unrestricted fund balance. We anticipate ending the current fiscal year with approximately $300,000.00 in unrestricted fund balance. And the proposed budget uses $100,000.00 of that end-of-year fund balance. Our goal for ending the 2012-2013 proposed budget year is to end with an excess of revenues over expenditures of approximately $125,000.00.

We will eventually close the current gap of $116,349.00 such that the Commission will be able to adopt a balanced budget; however closing the gap so far has not been without some initial tough decisions. These initial tough decisions will lead to some pain for some of our current employees as of the close of business on September 30th of this year. Ultimately closing the final gap will not be without some additional pain.

The Marina Fund is also currently in a position of not being balanced going into the new fiscal year. The Marina Fund draft budget has a current deficit of $112,598.00. Frankly, after 3 working days on the job I do not have an answer at this point as to how we can eliminate that deficit. It will take some hard work between the Finance Department, Engineering, the Town Attorney, my office and the guidance and the direction of our external auditors to help us with this dilemma. But we are up to that task and we will work on it immediately.

Before I get into some of the details of the work done to date on the Preliminary Tentative Fiscal Year 2012-2013 Operating Budget, I believe it is important that I share with you my approach and philosophy regarding municipal budgeting. In my way of thinking, any organization's budget document is nothing more than a **plan**. It is a plan for what the organization anticipates it will receive in revenues, and it is a plan for what the organization anticipates it will spend on providing services to its resident/customers. An operating budget is not an exact checklist of actions that are to start on October 1st of this year and finish on September 30, 2013 (a full 14+ months from now). Therefore, while I believe that our budget

needs to be in balance at the beginning of the fiscal year, and must stay in a non-deficit state throughout the year, I do not believe that the budget needs to be so rigid as to be "set in stone" effective October 1, 2012. I would like our budget to remain flexible and fluid throughout the year. And the budget plan can, and should be monitored throughout the year (by members of the Commission, the staff of the Finance Department, my office, and the public if they are so inclined) such that by February of next year we should take a formal look to see how well we are following our "plan" and if need be, we can do a mid-year adjustment to the plan in April of 2013.

As your new town manager, it has been an honor and privilege to have been allowed to work on the 2012-2013 annual operating budget for the Town of Lake Park for the past three business days. What I have discovered in those 3 business days is both broad in scope and narrow in depth. Thus the reason why this document is a preliminary tentative budget plan rather than a final draft budget which you could adopt as presented. There is more work that needs to be done over the coming weeks. However, there is some relatively clear insight which I can share with you at this point.

The first thing that comes to mind (and should be no surprise to anyone reading this document) is that our protective services contracts with the Palm Beach County Sheriff's Office and Palm Beach County Fire/Rescue, combined, will use 124% of the budgeted Ad Valorem revenue we anticipate collecting during the upcoming fiscal year. With these two General Fund functions we have precious few other resources available to fully support the other General Fund-based municipal services we have all come to both expect and appreciate.

Another topic which must be kept in the forefront of our minds is that the General Fund is significantly burdened with debt service from prior borrowing to fund certain projects. The principal and interest payments on our General Fund debt service cannot be avoided. With the proposed tentative budget as it is being presented herein, all debt service payments will be made in full and made on a timely basis.

With the help and guidance of Jamie Titcomb as Interim Town Manager, and Blake Rane, Finance Director the fiscal decisions already made to continue down the path of operating with a "CRA Lite" have been carried into the proposed draft budget. This means that the position of Economic Development Director will not be funded after September 30, 2012. The position of Project Manager is no longer a CRA expense (it is proposed to be absorbed into the Public Works Department of the General Fund), and the PBSO deputy assigned to the CRA will no longer be funded. CRA debt service payments, reduced contract landscaping work, and minimal event planning activities are still funded; but at a significantly reduced level such that the CRA budget for the coming year will be recommended to the CRA Board with funding at approximately $390,000.00.

This proposed budget also recommends a consolidation of positions within the Public Works Department. It is my recommendation that the Public Works Department combine all of the functions which support General Fund activities (including Facilities Maintenance, Grounds

Maintenance, Vehicle Maintenance, and Administration). By doing so, it will not only allow for cross-utilization of existing employees (thereby eliminating budget silos), but will create a situation where we can reduce the workforce by two full-time positions. The job titles being recommended from this proposed budget include one Facilities Maintenance Worker III and one Mechanic. This will, of course, result in layoffs, but all employees impacted will be afforded all of their rights and benefits associated with our layoff procedures. As to the actual budgetary consolidation of the Public Works Department, we have not had enough time to include a revised organizational chart or a budget worksheet to show that consolidation. We anticipate that the next iteration of the budget document will be able to reflect these recommended changes.

As best we can, we have gone over each line item in each departmental budget, and we have reduced anticipated expenses either by deferring some maintenance on equipment and infrastructure for the next year or outright reducing expenditures. While deferring maintenance on equipment and infrastructure is never a healthy thing, part of this next budget year will be to assess just how much maintenance deferral we have chosen to take over the past few years. I plan to report that information out to the Commission during this next year so that we do not lose track of just how far we have possibly fallen behind on this issue.

Just to share one example of our outright reduction in operating expenditures, we have cut every department's office supply expense line item. Our plan is to centralize the office supply function, and to not let each department keep its "stash" of office supplies. Office supplies will be provided on an as-needed basis and distributed from the Office of the Town Manager. This may seem to be a trivial endeavor, and quite frankly it does not save us bundles of money. But it saves the Town money nonetheless and it also sets a tone for how we are going to be as fiscally prudent as possible going forward.

If you as the reader of this budget message are beginning to pick up on a trend of nothing but bad news coming out of the Office of the Town Manager, it is now time for me to turn the corner. Actually, there is some very good news going into the new budget year.

First, Town employees have been asked to not only do more with less the past few years, but some have also been asked to reduce a portion of their livelihood by taking cuts in base salary and also not being paid for furlough days. This proposed budget does not cut the base salaries of any employees funded in the budget and it does not propose using furlough days in the next budget year. It does not include any cost-of-living adjustments, nor merit increases; but at least it stops the bleeding and the squeezing of more and more out of our employees.

Second, we have some great new leadership which has been brought into our organization over the last few months and I have attempted to create an environment where department heads will feel comfortable unleashing their own potential. I have already charged department heads to get creative in the programming they are going to offer to the community,

the marketing they are going to implement to promote the Town of Lake Park, and the fundraising they are going to do to increase revenues. Just as an example, the proposed budget includes a $10,000.00 reduction in the funding for library materials requested by the Library Director. My commitment to her was that together, she and I will go out to the community (especially with the help of the Friends of the Library) and will raise a minimum of $10,000.00 to offset the cut that I felt compelled to make to the Library budget. Interestingly, when I told Karen Mahnk, Library Director that her request for library materials was being cut by $10,000.00, but that she and I would put in the effort to raise the money from the community, she responded to this opportunity to "step outside the box" in the so called way that we have always done things around here by suggesting that with the proper support, she could move her staff around a bit such that they could extend the hours of the Library without adding additional staff. Needless to say, she has my complete support to do so.

And finally, my last bit of good news is that, even though the General Fund is not quite in balance yet, we have done all of our calculations assuming that we will be able to **reduce** next year's tax rate from the current 8.5083 mils to a proposed 8.4000 mils. This is not a huge reduction, but it is still a reduction nonetheless. It is hoped that this will send a strong signal to the entire community that we will turn this ship around and will now be headed in the right direction.

We still have quite a bit of work to do. And the work will not be easy and will not be without some pain for some folks. I am truly sorry for the pain and I wish it could be different. Of course, I am always open to other ways of thinking and to any creative ideas which could improve upon what is contained within this document.

I would like to conclude with a few words of thanks to Jamie Titcomb, Interim Town Manager, Blake Rane, Finance Director, all of the department heads who met with me during my first week on the job to try to work through their portion of this document, and all of the Town staff who, day in and day out, continue to work hard and who do the right thing for the citizens of the Town of Lake Park. Without their efforts, my job would be impossible.

Respectfully submitted,

Dale S. Sugerman, Ph.D.
Town Manager

Exhibit "B"

Town of Lake Park, Florida
2012 -2013
Budget Meeting
July 11, 2012

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Accessed Taxable Values

Year	Assessed Value	Year-over-year Change	Percentage Change
2012-13	$ 431,154,692	$ (15,891,725)	-3.55%
2011-12	$ 447,046,417	$ (25,496,892)	-5.40%
2010-11	$ 472,543,309	$ (106,335,350)	-18.37%
2009-10	$ 578,878,659	$ (107,183,028)	-15.62%
2008-09	$ 686,061,687	$ (47,367,184)	-6.46%
2007-08	$ 733,428,871	$ 67,738,595	10.18%

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Analysis of Residential Properties in the Town

Assessed Value of the Properties including homestead exemptions				Count
From		To		
$	-	$	25,000	267
$	25,000	$	50,000	1,023
$	50,000	$	75,000	358
$	75,000	$	100,000	355
$	100,000	$	125,000	125
$	125,000	$	150,000	9
$	150,000	$	175,000	3
$	175,000	$	200,000	-
$	200,000	Over		1

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Proposed Ad Valorem Taxes for Residential Properties

Assessed Value of Properties including homestead exemptions	Proposed Ad Valorem Taxes
$ 25,000	$ 210
$ 50,000	$ 420
$ 75,000	$ 630
$ 100,000	$ 840
$ 125,000	$ 1,050
$ 150,000	$ 1,260
$ 175,000	$ 1,470
$ 200,000	$ 1,680

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Personnel Comparison (shown in FTE's)

	Present	Department	Preliminary (1)
Commission	5.00	5.00	5.00
Town Manager	3.00	2.00	2.00
HR	1.62	1.62	1.62
Clerk	2.00	2.00	2.00
IT	1.00	1.00	1.00
Finance	4.63	4.63	4.63
Public Works	9.75	11.25	9.75
Parking Meters	1.25	1.25	0.66
Community Development	5.75	5.75	5.75
Recreation	1.50	1.38	1.38
Library	4.65	4.59	4.59
Sub-total (General Fund)	40.15	40.47	38.38
Streets & Roads	2.00	2.00	2.00
Marina	3.60	4.32	4.32
Stormwater	2.25	2.25	2.25
Sanitation	10.00	10.00	9.50
Total	58.00	59.04	56.45
(1) Preliminary tentative			

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Budgeted Ad Valorem Taxes

Year	Millage	Town	CRA	Total	Year-over-year Change	Percentage Change
2012-13 (1)	8.4000	3,277,403	245,825	3,523,228	(90,197)	-2.5%
2011-12	8.5083	3,353,600	259,825	3,613,425	(209,675)	-5.5%
2010-11	8.5163	3,527,200	295,900	3,823,100	(860,310)	-18.4%
2009-10	8.5163	4,179,150	504,260	4,683,410	(867,175)	-15.6%
2008-09	8.5163	4,858,250	692,335	5,550,585	230,842	4.3%
2007-08	7.6350	4,707,549	612,194	5,319,743		
(1) Preliminary tentative						

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Analysis of actual General Fund Revenue and Expenses

Year	Revenue	Expense
2012-13 (1)	$ 8,102,723	$ 8,219,072
2011-12 (2)	$ 8,201,482	$ 8,263,112
2010-11	$ 8,642,327	$ 8,648,764
2009-10	$ 9,273,828	$ 9,593,827
2008-09	$ 11,466,324	$ 10,204,852
2007-08	$ 13,484,052	$ 13,349,102

(1) Preliminary tentative

(2) Forecasted

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Analysis of affect of changing the Millage rate

Millage	Change in Ad Valorem Revenue to the General Fund
8.4000	$ 0
8.4250	$ 9,754
8.4500	$ 19,508
8.4750	$ 29,263
8.5000	$ 39,017
8.5083	$ 42,255

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Objectives for July 7, 2012

- Discussion of the Stormwater and Refuse Rates
- Setting the next Budget Workshop Date
- Setting the "Current year proposed operating millage rate"
- Setting the "First public budget hearing" date, time, & place

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Budget Timetable

	SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRI	SAT
JULY	1	2	3	4	5	6	7
	DAY 1			HOLIDAY			
	8	9	10	11	12	13	14
				Budget Workshop			
	15	16	17	18	19	20	21
				Commission Meeting			
	22	23	24	25	26	27	28
				School Board Meeting		PALM BEACH COUNTY'S REQUESTED DR 420's DEAD LINE	
	29	30	31				

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Budget Timetable

	SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRI	SAT
AUGUST				1	2	3	4
				CRA Board Meeting			DAY 35
				Commission Meeting			
	5	6	7	8	9	10	11
				Proposed Budget Workshop			
	12	13	14	15	16	17	18
				Commission Meeting			
	19	20	21	22	23	24	25
						DAY 55	
	26	27	28	29	30	31	

Town of Lake Park
Preliminary tentative Budget for fiscal year 2012-2013
Budget Timetable

	SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRI	SAT
SEPTEMPER							1
	2	3 DAY 65	4	5 School Board Meeting; CRA Board Meeting; Commission Meeting	6 BoCC Meeting	7	8
	9	10	11	12 Proposed First public Budget Hearing 6:30 pm	13	14 Advertise for Final Budget Meeting	15
	16	17	18 DAY 80	19 Commission Meeting; Proposed Final Budget Hearing 6:30 pm	20	21 CERTIFICATION OF FINAL TAXABLE VALUE	22
	23	24	25	26	27	28	29

Collective Bargaining Agreement
ARTICLE 12
SENIORITY AND LAY-OFF

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

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

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

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

TOWN OF LAKE PARK

PROPOSED BUDGETS
ALL FUNDS

FISCAL YEAR
October 1, 2012 through September 30, 2013

DIRECTORY OF OFFICIALS
TOWN COMMISSION

James Dubois.....Mayor
Kendall Rumsey.....Vice Mayor
Steve Hockman.....Commissioner
Jeanine Longtin.....Commissioner
Tim Stevens.....Commissioner

Town Manager
Dale S. Sugerman, Ph.D.

Finance Director
Blake K. Rane

TOWN OF LAKE PARK - ANNUAL BUDGET
GENERAL FUND REVENUE RECAP

FUND	001	**FUNCTION**	General Fund
		ACTIVITY	Revenues and Expenditures

Budget Summary	Actual Expenses 2009-10	Actual Expenses 2010-11	Current Budget 2011-12	Estimate for the Year 2011-12	By Department 2012-13	Proposed Budget 2012-13	Adopted Budget 2012-13
Revenues	9,273,828	8,642,327	8,810,070	8,201,482	8,141,173	8,102,723	-
Personal Services	2,369,011	2,275,736	2,205,125	2,125,569	2,246,956	2,159,513	-
Operating Expenses	6,082,706	5,441,648	5,225,713	5,236,500	5,191,875	5,174,450	-
Capital Outlay	139,785	36,449	28,130	105,038	7,000	7,000	-
Debt Service	436,304	428,675	421,040	421,040	420,909	420,909	-
Non-operating Expenses	566,020	466,256	945,450	374,965	332,200	457,200	-
Total Expenses	9,593,826	8,648,764	8,825,458	8,263,112	8,198,940	8,219,073	-
Surplus (Deficit)	(319,998)	(6,437)	(15,388)	(61,630)	(57,767)	(116,349)	-

Cost Center 001 - General Fund **Schedule 1**

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
	REVENUES							
001-381.130	Transfer from CRA Fund - ILA 2	54,889	45,868	91,325	91,325	91,325	91,325	
001-381.190	Transfer Streets and Roads	75,000	100,000	100,000	100,000	100,000	100,000	
001-381.401	Transfer from Marina	5,001	10,000	10,000	10,000	10,000	10,000	
001-381.402	Transfer from Stormwater	51,300	51,300	51,300	51,300	51,300	51,300	
001-381.404	Transfer from Sanitation	225,000	225,000	250,000	250,000	250,000	250,000	
001-389.700	Donations - Library	1,138	3,009	500	50	10,000	10,000	
	SUB-TOTAL	9,273,828	8,642,327	8,240,570	8,201,482	8,041,173	8,002,723	-
001-38-000-9000	BALANCE BROUGHT FORWAR	-	-	569,500	-	100,000	100,000	
001-389.700	TOTAL REVENUE	9,273,828	8,642,327	8,810,070	8,201,482	8,141,173	8,102,723	-

TOWN OF LAKE PARK - ANNUAL BUDGET
DEPARTMENTAL SUMMARY

FUND	001	**FUNCTION**	TRANSPORTATION - Parking Facilities
DEPT.	450	**ACTIVITY**	Parking Meters

Budget Summary	Actual Expenses 2009-10	Actual Expenses 2010-11	Current Budget 2011-12	Estimate for the Year 2011-12	By Department 2012-13	Proposed Budget 2012-13	Adopted Budget 2012-13
Personal Services	617	607	600	600	18,560	18,560	-
Operating Expenses	35,077	23,158	24,610	23,150	22,410	22,410	-
Capital Outlay	107,081	-	-	-	-	-	-
Debt Service	32,277	32,277	32,280	32,280	32,280	32,280	-
Non-Operating	-	-	-	-	-	-	-
Total Expenses	175,052	56,042	57,490	56,030	73,250	73,250	-

Personnel Recap

	Present	Department	Proposed	Adopted
Parking Enforcement Code Compliance Officer (PT)	0.65	0.65	0.33	
Parking Enforcement Code Compliance Officer (PT)	0.60	0.60	0.33	
	1.25	1.25	0.66	-

TOWN OF LAKE PARK - ANNUAL BUDGET

WAGE AND BENEFITS - DETAIL

FUND	001	**FUNCTION**	PROTECTIVE INSPECTIONS
DEPT	500	**ACTIVITY**	Community Development

Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pension	Longevity	23100 Health Ins.	23200 Dental Ins.	23300 Life Ins.	23400 Vision Ins.	23500 Disability Ins.	Total Cost
Community Dev Director	FT	32.25	2,080	67,080	3,354	-	7,172	465	195	55	894	79,215
Planner I	PT	22.00	1,560	34,320	-	-	-	-	-	-	-	34,320
Code Compliance Office	FT	24.30	2,080	50,544	2,527	-	7,172	465	195	55	674	61,632
Code Compliance Office	FT	17.32	2,080	36,026	1,801	-	7,172	465	149	55	480	46,148
Permit Tech	FT	22.32	2,080	46,426	2,321	-	-	465	184	55	619	50,070
Admin Asst to Comm De	FT	18.05	2,080	37,544	1,877	-	7,172	465	147	55	503	47,763
Total Wages & Benefits				271,939	11,881	-	28,688	2,325	870	275	3,170	319,148

TAB 6

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **August 15, 2012** **Agenda Item No.** Tab 6

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

SUBJECT: **Commission Meeting Minutes of July 18, 2012**

RECOMMENDED MOTION/ACTION: **To Approve the Commission Meeting Minutes of July 18, 2012**

Approved by Town Manager _____ **Date:** 8/5/12

Shari Canada, CMC, Deputy Town Clerk
Name/Title

August 06, 2012
Date of Actual Submittal

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

Summary Explanation/Background:

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 18, 2012, 7:00 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kendall Rumsey	—	**Vice-Mayor**
Steven Hockman	—	**Commissioner**
Jeanine Longtin	—	**Commissioner**
Tim Stevens	—	**Commissioner**
Dale S. Sugerman	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez Lemley, CMC	—	**Town Clerk**

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

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PRESENTATION:

1. **Legislative Report by Intergovernmental Consultant Fausto Gomez of Gomez, Barker & Associates Inc.** **Tab 1**

G. PUBLIC and OTHER COMMENT:

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

H. 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.

Recommended For Approval:

2. Town Manager Candidate Workshop Meeting Minutes of June 16, 2012 — Tab 2
3. Regular Commission Meeting Minutes of June 20, 2012 — Tab 3
4. Special Call Commission Meeting Minutes of June 27, 2012 — Tab 4
5. Resolution No. 16-07-12 Amend the Town Classification and Pay Plan to Include the Position and Job Description of Community Development Technician — Tab 5
6. Purchase of 40 Commercial Dumpster Containers in Assorted Sizes — Tab 6
7. Authorize the Town Manager to Execute the Affiliate Agreement with Palm Beach/Treasure Coast 2-1-1 Program — Tab 7
8. Approval of Town Manager Engagement in Additional Outside Professional Activities — Tab 8
9. Approving the CRA Board's Action of June 6, 2012 Reducing the General Fund's Transfer of Expenses to the CRA — Tab 9

I. **ORDINANCE ON FIRST READING:**

10. Ordinance No. 09-2012 Text Amendment for the Campus Light Industrial and Commercial (CLIC) Zoning District — Tab 10

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, SECTION 78-75(2)(C)(4) OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "CLIC-1 CAMPUS LIGHT INDUSTRIAL / COMMERCIAL DISTRICT" TO ADD EDUCATION FACILITIES AND TRAINING CENTERS AS A PERMITTED USE ALONG THE ULTIMATE RIGHT OF WAY OF WATERTOWER ROAD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

J. **RESOLUTIONS:**

11. Resolution No. 15-07-12 My Choice Academy Phase One Site Plan Approval for Water Tower Road — Tab 11
12. Resolution No. 17-07-12 Seacoast Utilities Board Appointment of Dale S. Sugerman — Tab 12

K. **DISCUSSION AND POSSIBLE ACTION;**

13. Presentation of Draft of Revised Handbook of Procedures and Policies for Employees of the Town of Lake Park (Employee Handbook) — Tab 13
14. Contract Adjustment to the Downtown Alleyway Improvements, 7th to 8th Street Project — Tab 14
15. Award of Contract, Flagler Boulevard Median Irrigation & Sod, Town Bid 105-2012 — Tab 15

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

M. **ADJOURNMENT:**

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 18, 2012, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, July 18, 2012 at 7:00 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, and Jeanine Longtin Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley. Commissioner Tim Stevens arrived at 7:05 pm.

Mayor DuBois requested a moment of silence in remembrance of Bob Friedman, Town of Jupiter Council Member, then led the Pledge of Allegiance.
Town Clerk Vivian Lemley performed the Roll Call

ADDITIONS/DELETIONS/APPROVAL OF AGENDA:

Mayor DuBois requested that two (2) letters of thanks and proclamations be added to the agenda; one for Interim Town Manager Jamie Titcomb and the other for PBSO Commander Pete Palenzuela as item 16 under Discussion and Possible Action.

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

Vote on Motion:

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

Motion passed 4-0

Town Manager Dale S. Sugerman introduced the new Palm Beach Sheriff's Office District Commander for Lake Park Chris Myers. He stated that at a future meeting Commander Myers will be invited to come speak to the Commission about his philosophy for policing in the Town of Lake Park.

PRESENTATION:

1. **Legislative Report by Intergovernmental Consultant Fausto Gomez of Gomez, Barker & Associates Inc.**

Fausto Gomez presented a report (see Exhibit "A"). He provided highlights of the last Legislative Session and provided an overview of what to expect in the next Legislative Session. He stated that the primary issues for the next legislative session are: "Sober Houses", Health Care Reform, expansion of Medicaid, Higher Education Reform, Gaming (Internet Cafes), Police and Fire Pensions, Local Business Tax, Impact Fees, Property Insurance, Cities getting higher priority on liens on Foreclosure Properties and Property Tax Reform.

Mayor DuBois thanked Mr. Gomez for his presentation. He suggested that the Commission develop a legislative agenda for the upcoming session.

Commissioner Hockman thanked Mr. Gomez for his presentation.

Commissioner Stevens asked if Sober House Interim Report requested by Representative Hager would be issued before the start of the next session.

Mr. Gomez stated "yes".

Commissioner Stevens asked once the report is issued what is the next step and what can Lake Park do to encourage or facility action on the item.

Mr. Gomez stated that after the report is issued it is published and a copy would be provided to the Town. He stated that if the report is amenable to Legislative Leadership, which he is sure it will be and that he will make sure it is amenable to Legislative Leadership, then the appropriate Committee Chair will be asked to file a Committee Bill. He stated that a Committee Bill moves through the process rather quickly because it has support of legislative leadership. He stated that he will be very actively involved in every step of the process.

Commissioner Stevens asked if the State of Florida meets the November Healthcare Reform Act deadline how much in Federal funds will the State receive.

Mr. Gomez stated that there are two (2) items that are optional in the Affordable Healthcare Act; 1) is Health Care Exchanges and 2) the expansion of Medicaid. He stated that the State of Florida has until November 16, 2012 to submit a plan to the Federal Government for the Health Care Exchanges. He stated that if the State of Florida does not submit a plan by November 16 regarding how the Health Care Exchanges will be implemented, then the Federal Government, under the Health Care Law would implement a Health Care Exchange for the State of Florida. He stated that regarding the expansion of Medicaid that the cost estimate range from $2.5 billion to $1 billion by 2020. He stated that it is a cost the will be born from the State budget and in turn it is estimated that Florida would receive approximately $20 billion between now and 2020. He stated that the State would receive the funding because the Federal Law says that they

will cover additional enrollees into Medicaid program up until 2016 and then after that the Federal Government will pay no less than 90% of the cost.

Commissioner Stevens stated that this would be good for local municipalities because even the worst scenario of $2 billion in cost the State is estimated to receive $20 billion then Tallahassee has more money and some of that money could trickle down to municipalities.

Mr. Gomez stated that he did not think the money would trickle down to municipalities, but he does think that that cost of indigent patients that go to the hospital are paid for in one of two ways the hospital takes a loss or through local taxes. He stated that therefore if the Federal Government is paying a minimum of 90% then essentially the reductions would be people paying local taxes. He stated that money does not flow to the municipalities it just makes it more affordable to live in the municipalities.

Commissioner Stevens stated that he has heard complaints from residents that the rates for Citizens Property Insurance is high and asked what can be done to reduce the rates.

Mr. Gomez stated that he is not an insurance expert, but that he understands the perimeters of the debate. Currently there are some legislature and public officials and the Citizens Board of Directors that believe they are over enrolled, meaning that they are covering more homes and property than they should. He stated that what they want to do is depopulate Citizens in order to attract private insurance companies to come into the market. He stated that Citizen was meant to be the insurer of last resort and in many communities; it is the only insurance company writing policies, particularly in South East Florida and Coastal communities. He stated that Citizens is attempting to do the following: limit the coverage scope, have the rates be market driven and want to raise the rates, and bring in more private insurers. He stated that during the last legislative session there was an attempt to bring in surplus lines insurance companies and that the bill failed because surplus lines insurance companies do not have to meet the same legislative standards as a typical insurance company. He stated that there was a concern, particularly in the Senate, that those covered by surplus lines insurance companies in lieu of Citizens could perhaps not be covered if a storm hit. He stated that the Citizens issues is not important for the Town Government, but for the residents of Lake Park.

Vice-Mayor Rumsey thanked Mr. Gomez for all the hard work he does for the Town and thanked Attorney Baird for working on the "Sober Houses" issue.

Mr. Gomez stated that Attorney Baird deserves a lot of credit for the work done on the "Sober Houses".

Mayor DuBois thanked Mr. Gomez for working with the Town Administration.

PUBLIC and OTHER COMMENT:

Sue Duchene, 306 Hawthorne Drive #5, stated that she is with the Friends of the Library and provided an update regarding the usage of different activities and programs at the Library.

Hank Balevic, 310 Ridge Road Jupiter, stated that he received a sanitation fine for bulk trash out on the wrong day. He stated that he did not put out the bulk trash and that his tenant has stated that he did not put out the bulk trash. He explainedthat he is appealing the fine because he sees this as a violation of his procedural due process rights. He read from Florida Statutes 162 and requested that the fine be waived and in the future that the Town set up standards where the property owner is notified and can take corrective action.

Mayor DuBois asked Attorney Baird what the process is for adjudicating this type of fine.

Attorney Baird stated that he does not know what section of the Town Code that he has been cited under and what Mr. Balevic has been discussing is Chapter 162, for code enforcement violations. He stated that he does not believe that this violation was cited under that Statute and so the issue of notice and administrative hearing would not be applicable, but he does not know what section of the Code Mr. Balevic has been cited under for the refuse.

Mayor DuBois asked what the proper venue would be for this issue.

Attorney Baird stated that he thinks that can be done, but not here and not now.

Nadia DiTommaso stated that the ticket is a sanitation ticket, it was not generated by the Community Development Department, and that she cannot speak in regards to the ticket because a different department issued it.

Commissioner Longtin suggested that Mr. Belevic get with Town Manager Sugerman.

Mayor DuBois requested that Mr. Belevic get with Town Manager Sugerman to determine the proper venue for adjudicating this ticket.

Town Manager Sugerman requested that Mr. Belevic make copies of the information that he has and then file it with the Town Clerk and once Mr. Belevic has filed with the Town Clerk he will follow up with Mr. Belevic directly. He stated that the Town does not waive fine, fees, or penalties, what may be discovered is that the Town did not provide appropriate due process, but he does not know which section of the Code Mr. Belevic was cited under or what process was followed.

Bob Millar, 1250 Gateway Road, stated that he is the President of the Obedience Training Club of Palm Beach County, which is in essence a dog club. He stated that the Club is sanctioned by the America Kennel Club and is a not-for-profit organization. He stated that the club was founded in 1953 and the new property that the Club purchased in March 2012 is located at 1250 Gateway Road. He stated that the members train their dogs to participate in trials sanctioned by the American Kennel Club and provided an overview of the types of competitions they compete in. He stated that the Club is currently fixing up the building and property to better serve its members and that the Club's revenue is dependent on teaching obedience classes, training seminars, competition trials and other

activities and events. He stated that the Club will be offering classes to the public starting in September. He provided the website www.otcpbc.org for further information. He stated that they are pleased with becoming members of the Lake Park community. He stated that his neighbors have been helpful and friendly and that the Town of Lake Park staff has been helpful in getting them settled in their new location and that they are very pleased to be located in Lake Park.

CONSENT AGENDA ITEMS:

Commissioner Longtin requested that items 4, 5, 6, and 7 be pulled from the Consent Agenda.

Commissioner Hockman requested that item 9 be pulled from the Consent Agenda.

2. Town Manager Candidate Workshop Meeting Minutes of June 16, 2012
3. Regular Commission Meeting Minutes of June 20, 2012
4. Special Call Commission Meeting Minutes of June 27, 2012
5. Resolution No. 16-07-12 Amend the Town Classification and Pay Plan to Include the Position and Job Description of Community Development Technician
6. Purchase of 40 Commercial Dumpster Containers in Assorted Sizes
7. Authorize the Town Manager to Execute the Affiliate Agreement with Palm Beach Treasure Coast 2-1-1 Program
8. Approval of Town Manager Engagement in Additional Outside Professional Activities
9. Approving the CRA Board's Action of June 6, 2012 Reducing the General Fund's Transfer of Expenses to the CRA

Motion: A motion was made by Commissioner Stevens to approve items 2, 3, and 8 on the Consent Agenda; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0

4. Special Call Commission Meeting Minutes of June 27, 2012

Commissioner Longtin stated that she was not present at the meeting and that she has not had the opportunity to read and listen to the tape at the same time. Therefore, she will be

voting no on this item only because she was not here, but she is sure it is wonderfully done.

Motion: A motion was made by Commissioner Stevens to approve item 4 on the Consent Agenda; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 4-1

5. Resolution No. 16-07-12 Amend the Town Classification and Pay Plan to Include the Position and Job Description of Community Development Technician

Commissioner Longtin asked if this is creating a new position in Town.

Commissioner Hockman asked what the salary range is for the position.

Town Manager Sugerman stated that the action before the Commission is not to create an additional position within the budget. He stated that this is a re-classification of a job title and the creation of a job title within the Community Development Department. He stated that there are two (2) filled positions in Community Development Department both with the title of Administrative Assistant and both do not perform the exact same duties that they each perform different duties. He stated that what staff is attempting to accomplish is for one of the two (2) existing administrative assistants that does not do the duties of an administrative assistant to have this job title that more clearly defines what the individual is currently doing.

Human Resources Director Bambi Turner stated that the salary range will remain the same and that the current salary range is $29,214.43 to 48,580.56.

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

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner			

Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

6. Purchase of 40 Commercial Dumpster Containers in Assorted Sizes

Commissioner Longtin knows that in government if a department does not use their budget they lose these funds and that she is concerned that sometimes the Town is does not need to make certain purchases. She asked Town Manager Sugerman if he has done any spot checks to see if these dumpster really do need to be switched out.

Town Manager Sugerman stated that he has not done spot checks and that he relied on the department head to make this presentation to him. He has no reason to believe that the information is anything but appropriate. He stated that the item has his support and recommendation.

Commissioner Hockman stated that there is a stack of dumpsters at the Public Works compound and now there is a request to buy more dumpsters. He stated that he understands the principle that when a dumpster is totally shot, rusted out and unrepairable to get rid of it and put a new one. He stated that he is enthusiastic with the words "staining or faded paint" because in most cases the dumpsters are behind enclosures. His biggest concern is that the Commission is looking at the end of the year and whether that money is extra and questioned why the Commission cannot use the funds next year.

Public Works Director Dave Hunt stated that the dumpsters are recondition two and often three times before going to repurchase. He stated that a stockpile is kept in order to accommodate customer's needs. He stated that adjustments are made by the customers on the number of dumpsters needed based on time of year, and volume of business. He stated that the adjustment in the number of dumpsters also results in an adjustment to the price the customer pays throughout the year. He stated that he is recommending purchasing ahead this year and there will not be a purchase of dumpster in Fiscal Year 2013 budget.

Commissioner Hockman asked how many dumpsters does the Town have.

Public Works Director Hunt stated that he does not have an exact number inventory count. He stated that he can provide that information.

Mayor DuBois asked if the dumpsters that are being purchased are going to replace the deteriorating dumpsters and be put out quickly.

Public Works Director Hunt stated that dumpster will be pulled from the business sites that detract from the overall look of the customer's job site, the dumpster is then evaluated to see if it can be refurbished and if not it will be replaced with a new dumpster.

Commissioner Stevens asked if a dumpster cannot be refurbished if it is sold for scrap metal.

Public Works Director Hunt stated "yes".

Mayor DuBois asked if there are any scrap metal ready dumpsters at the Public Works compound.

Public Works Director Hunt stated "yes" that the dumpsters are not disposed on an one by one basis a complete load is taken to the scrap yard.

Town Manager Sugerman stated that this purchase does not need to be made this year, but with that said the Town of Lake Park has many faces in this community and we always want to present an attractive face. He stated that if the purchase is not made then it is just one more year of those that have rusted, and cannot be refurbished any more. He stated that the Commission could not make this purchase this year, but asked that the Commission remember that even though they are trash dumpster they are a face of Lake Park and he would like the Town to present an attractive face.

Commissioner Longtin stated that she agrees with that, but she would like to know that Town Manager Sugerman has done some spot checks.

Town Manager Sugerman stated that he has not done spot checks and that he is relying on and supports the recommendation of the Department Head that it is appropriate that the Town replace 40 dumpsters in the current fiscal year.

Motion: A motion was made by Commissioner Stevens to approve item 6 on the Consent Agenda; Vice-Mayor Rumsey made the second.

Vote on Motion:

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

Motion passed 3-2

7. Authorize the Town Manager to Execute the Affiliate Agreement with Palm Beach Treasure Coast 2-1-1 Program

Commissioner Longtin stated that she is in favor of this and asked if there is any cost to the Town for participating in the program.

Town Manager Sugerman stated that there is no out of pocket expense, that it is not a budget item, and that there is no charge to the Town to enter into this agreement.

Commissioner Longtin stated that she thinks that this is an important program to tell the community about and asked Town Manager Sugerman to explain the program.

Town Manager Sugerman stated that the program is the social service network that one can call for referrals on social services activities just like one would call 911 for emergency services.

Vice-Mayor Rumsey asked if legal aid is listed on 2-1-1.

Commissioner Stevens confirmed that legal aid is listed on 2-1-1.

Motion: A motion was made by Vice-Mayor Rumsey to approve item 7 on the Consent Agenda; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0

9. Approving the CRA Board's Action of June 6, 2012 Reducing the General Fund's Transfer of Expenses to the CRA

Commissioner Hockman stated that he wanted to verify that this is for this year's budget and that the $71,000 will be kept in the General Fund and not transferred to the CRA.

Town Manager Sugerman stated that this action is to ratify the action already taken by the CRA Board and that now the Town Commission is endorsing that action.

Finance Director Blake Rane stated that this is costs that were previously allocated to the CRA that will remain in the 2012 expenditures and not be allocated for the last four months of the current fiscal year to the CRA.

Motion: A motion was made by Commissioner Hockman to approve item 4 on the Consent Agenda; Commissioner Stevens made the second.

Vote on Motion:

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

Motion passed 5-0

ORDINANCE ON FIRST READING:

10. Ordinance No. 09-2012 Text Amendment for the Campus Light Industrial and Commercial (CLIC) Zoning District

Mayor DuBois asked if there are disclosures required with this item.

Attorney Baird stated that this item is legislative action not quasi-judicial.

Community Development Director Nadia DiTommaso explained the item and reviewed the staff report (see Exhibit "B"). She stated that at the Planning and Zoning Board meeting there was discussion regarding definitions of various uses in the zoning code on a broader level. She stated that the Zoning Code is deficient on some of the specific definitions not only on the allowed uses in this Ordinance, but on the uses in general in the zoning code. She stated that staff agreed at the Planning and Zoning Board meeting to review the Zoning Code and to come forward with definitions for all of the uses in the various zoning districts in the near future. She stated that for the purposes of this proposal training center and educational facilities is not defined, but because it is under the same general category of permitted uses in this Zoning District it does have the intent of having to be compatible and complementary to each other. She stated that is how staff reviews these applications at this point however, the intent is to include some added definitions per the discussion with the Planning and Zoning Board. She stated that staff recommends approval of this item.

Commissioner Longtin asked what is a training center.

Community Development Director Nadia DiTommaso explained that training center is not specifically defined in the Code as well as many other uses for the purposes of this application a training center is a complimentary tutorial program. She stated that the training center is part of phase II of the project and not the phase I site plan. She stated that training center will be defined as part of the phase II approval, but the intention is a complementary after school training facility to the actual school.

Commissioner Longtin asked why when doing this Community Development Director DiTommaso did not come up with definitions as well.

Community Development Director DiTommaso explained the reason it was not done is because training center is not the only definition not in the Code. She stated that the proposal for the text amendment came from the applicant and the proposal was for this text amendment to include the use and then staff would have to initiate the integration of all the definitions.

Commissioner Longtin asked why not bring the definitions now.

Community Development Director DiTommaso stated that an agenda item was not prepared as part of this third party initiated application.

Attorney Baird stated that this is first reading of the Ordinance and that perhaps staff could prepare that definition before second reading.

Commissioner Hockman stated that the definitions are going to come forward and asked if the Commission approves this item it will have to come back to approve it again later.

Community Development Director DiTommaso stated that realistically the already approved permitted use definitions for educational facilities and schools are necessary and will be brought forward.

Commissioner Hockman recommended that for second reading that the definitions be included.

Mayor DuBois asked if any other definitions should to be brought forward at that time.

Commissioner Hockman thinks that anything that affects this section of the Code be brought forward. He stated that he would hate to see that in two months it be brought back again and have to go through the whole scenario a second time just because the definitions are being added.

Mayor DuBois stated that there may only be a few definitions required for this Ordinance, but they could be consistent with the future definitions developed for the rest of the Code.

Town Manager Sugerman asked if the inclusion of training centers in the proposed text amendment was important to the applicant under tab 11 of the agenda phase I request. If it is not important, could the text amendment language of training centers be eliminated

at this time and then put the definition of training center together with all the other definitions that need to be put into the Code in advance of the applicants needs to go for phase II.

Community Development Director DiTommaso stated "yes".

Town Manager Sugerman stated that the Commission makes a good point and the definition of training center is probably not needed in the text amendment at this meeting or even at second reading of the Ordinance.

Mayor DuBois asked if the proposal is to delete the two words "training center" from the language and continue with the educational facilities and schools. If that is acceptable to the Commission that it is acceptable to him.

Commissioner Longtin stated that she does not mind leaving it in, but she wants to know what it means.

Town Manager Sugerman stated that the problem with leaving it in is that it is not defined. He stated that it will be defined in time with the rest of the definitions that need to go into the Code.

Commissioner Stevens agreed with Town Manager Sugerman's suggestion.

Commissioner Longtin asked for an explanation of the possible loss of tax revenue.

Community Development Director DiTommaso stated that it a condition of approval on the site plan agenda item. She stated that the condition that was approved as part of the site plan agenda item with this applicant discusses payment in lieu of taxes. The charter school by use is eligible for a partial or full tax exemption and the applicant agrees as a condition to make a payment equivalent to the exemption amount on the Ad Valorem taxes. Additionally, to ensure any future operator of the charter school makes the same payment a deed restriction will be placed on the property.

Commissioner Longtin asked why the applicant would offer that.

Community Development Director DiTommaso stated that Policy 1.5 of the Future Land Use Element in the Comprehensive Plan that tells staff when they are reviewing a site plan application to make sure they review for tax purposes, development and redevelopment efforts that increase the Town's tax base. She stated that during staff's review and discussions with the applicant, especially since the applicant was looking to expand the permitted area for educational facilities and schools, which could ultimately bring in other tax-exempt institutions the taxing issue was discussed. She stated that the applicant agreed to the provision in order to have the Town favor their application.

Commissioner Longtin stated that as long as this school or any other educational facility that this land owner is willing to compensate that.

Community Development Director DiTommaso stated "yes".

Commissioner Stevens stated that in doing the cost benefit analysis of whether or not to go forward with this, that was the big negative, but if the applicant is willing to reimburse the Town for any tax exemption that they may receive as being a charter school then he thinks it is great.

Commissioner Longtin asked what would happen if this property is sold to the school.

Vice-Mayor Rumsey stated that presently the Town is received approximately $32,000 in Ad Valorem taxes on this property and initially that his thought was that if the Town loses the taxes that he is not in favor of the facility and that he would not have voted for it. However, he thinks that the applicant can read the tea leaves fairly easily and knowing that the Commission is not going to be willing to give up that kind of money and he assumes that is part of the reason that the applicant has come forward and said that they will give that money. He asked if the applicant is locked into the amount of money that it is today moving forward or is the payment per year.

Community Development Director DiTommaso stated that her understanding is that on a yearly basis the applicant would owe the equivalent of whatever that yearly tax exemption amount will be. She stated that the agreement is still to be prepared.

Vice-Mayor Rumsey asked if the Commission puts forward a text amendment for this area of land and an elementary school wants to move into this same area can the Commission require this elementary school to also pay this yearly fee or can they choose that they are not going to pay the taxes on it.

Community Development Director DiTommaso stated that it could be entertained as part of the approval process and it will be criteria that would be discussed with that applicant when they submit and because it is a conditional use, it requires Commission approval with the imposition of certain conditions as are appropriate.

Mayor DuBois stated that in a letter from Steve Yohe it is referenced and acknowledged that since the Town provides Police, Fire, Public Works, and Administrative services of which there is the beneficiary that they would be willing to make a payment in lieu of taxes or pay the fee for the services itself. He stated that since the Town's Ad Valorem taxes do not cover all of the cost for Police and Fire and that if this applicant was not paying their share it would be as if the other Town property owners were pulling that weight for them. He stated that he is glad to hear that the applicant is participating in this process of paying the equivalent of the tax.

Commissioner Stevens stated that property is currently vacant and generating $32,000 in Ad Valorem taxes and if the property value goes up due to this development or just an increase in land values, the Town could be looking at up to $132,000 in taxes. So this is an important amount of money and thinks it is useful to bring it in to create less of a burden on the residents and other businesses who are paying their taxes. He stated that he applauds this decision and wishes that the Commission had done something like this with the Army Reserve Center.

Motion: A motion was made by Vice-Mayor Rumsey to approve Ordinance No. 09-2012 Text Amendment for the Campus Light Industrial and Commercial (CLIC) Zoning District with the words "training center" deleted; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0

Attorney Baird read the title of the Ordinance into the record.

RESOLUTIONS:

11. Resolution No. 15-07-12 My Choice Academy Phase One Site Plan Approval for Water Tower Road

Public Comment:

Edie McConville, 638 Kalmia Drive, spoke in support of the Resolution and My Choice Academy.

Public Comment Closed

Attorney Baird advised that this is a Quasi-Judicial item and that the Commission needs to reveal any exparte communications.

Exparte Communication Disclosure:

Mayor DuBois stated that he has had discussions with the applicant and Community Development Director DiTommaso.

Commissioner Stevens stated that he is a former Board Member of the ALS Charter School.

Commissioner Longtin stated that she has spoke with the applicant briefly.

Vice-Mayor Rumsey stated that he knows Mr. Yohe, engineer on the project, but they have never discussed the project. He stated that applicant participated in an event at Downtown at the Gardens this past year and they did not discuss this project.

Commissioner Hockman stated that he had no conversation with anyone about this project or anyone associated with the project.

Attorney Baird stated that this item is dependent upon the adoption of Ordinance 09-2012 on second reading so if the Commission at the end of discussion is prepared to approve that item it needs to be made contingent upon adoption of Ordinance 09-2012 on second reading.

Town Manager Sugerman asked Town Attorney Baird if in his opinion there has been a substantive change in the title of the Ordinance 09-2012 such that it needs to be considered it on first reading after adequate notice a second time.

Attorney Baird stated "no" because since we do not know what a training center is we could not have changed something substantive.

Town Clerk Lemley swore in staff, the applicant, and other witnesses testifying.

Community Development Director DiTommaso explained the item and provided an overview of the staff report (see Exhibit "C"). She stated that Staff recommends approval of the Phase I Site Plan for conditional use, subject to conditions and she read the conditions into the record (see pages 10 – 12 of Exhibit "C").

Steve Yohe, representative for the applicant, introduced the owner Vince Kendrick, Greg Celentano, Architect, Stuart Cunningham, Civil Engineer, and Linda Rickardi, Transportation Engineer. He stated that he wanted to let the Commission know how much they appreciate the professional and responsive manner that the staff of Lake Park has responded to them and to the applicant and in particular Community Development Director DiTommaso and Attorney Baird.

Greg Celentano, Architect Ahrens Companies, presented a PowerPoint presentation (see Exhibit "D"). He stated that Phase I will include a lot of the infrastructure necessary for Phase II, including parking and the looped roadways for cars and buses. He stated that the center area (as depicted on page 2 of Exhibit "D") is where the phase II will be located. He stated that while phase I is operating a perimeter construction fence will be erected around the center portion and will be building phase II while phase I is in operation around the perimeter. He stated that the 15 classroom modules will be located on the east side of the property and the administrative modular will be on the south side fronting Water Tower Road. He reviewed the circulation plan (page 3 of Exhibit "D"). He explained the site details including bike racks for twenty bicycles and the signage that will be located on the administrative modular (see page 4 of Exhibit "D"). He explained the site paving, grading and drainage plan for phase I and explained that the paving, grading and draining for phase II is being incorporated into phase I (see page 5-7 of Exhibit "D").

Commissioner Longtin stated that her main concern is regarding the drainage. She stated that the plot is located at the bottom of a hill and asked if the drainage has been taken into account.

Mr. Celentano stated "yes" that they have taken the topography and the surface water management system for phase II the ultimate build out into account.

Commissioner Longtin asked if a retention pond is going to be needed.

Mr. Celentano stated that the retention pond that is being developed for phase I along the west side of the property is going to handle the project. He stated that they did the calculation as if they were doing phase II now. He reviewed the water and sewer plan (page 9 of Exhibit "D") and stated that most of the infrastructure that will accommodate phase II will be placed now since most of it is under the looped roadway system. He stated that an agreement has been worked out with Seacoast Utility Authority whereby an easement will be provided north to south under the western roadway to accommodate future development to the north. He reviewed the photometrics plan (see page 10 of Exhibit "D"). He reviewed the landscaping/irrigation plan (see page 11 of Exhibit "D"). He stated that phase II will have a lot more landscaping because they did not want to put landscaping around the temporary modular buildings. He reviewed the brochure for the modular classroom (see page 13 of Exhibit "D").

Mayor DuBois asked if the water retention areas are wet or dry.

Mr. Celentano stated that it is a dry retention area and that it will hold a certain amount of water before it discharges to the Water Tower Road system.

Mayor DuBois stated that even though this is a light industrial area that the Town has tried to maintain a certain level of appearance and asked if the proposed fencing is a chain link fence.

Mr. Celentano stated that the proposed fence is chain link with black vinyl coating, which is actually a requirement along Water Tower Road, but they are doing around the entire perimeter.

Mayor DuBois stated that he would be fine with chain link fence along the sides and back and asked if it is proposed to be chain link fence along the front of the property.

Mr. Celentano stated that the fence along the front will be black vinyl coated chain link fence, but there will also be many trees and hedging that will block some of the fence.

Mayor DuBois stated that he could understand a construction fence for phase I, but that he would be much happier to see some kind of upgraded fence on the frontage side along Water Tower Road.

Mr. Celentano stated that they could look at a 6-foot aluminum picket fence.

Mayor DuBois stated something like that and that it should have clear sight opacity. He asked about the landscaping around the retention area and if there will be additional landscaping in phase II. He started that Target improved the storage pond location behind the store with significant landscaping and suggested that when preparing phase II that this project do the same.

Vice-Mayor Rumsey asked about the following condition "The facility shall require that all parents arriving from the west enter the western driveway and exit from the eastern driveway after dropping off their students. Parents arriving at the facility from the east shall be required to enter the eastern driveway and exit the eastern driveway after dropping off their students." and that he thought the western driveway was only going to be for buses.

Mr. Celentano stated that the buses are restricted to the western driveway only, turn around, and exit the western driveway. He stated that phase I is a little different from phase II. He stated that they are trying to avoid doing the turn lanes in phase I and wait for phase II when the property is fully developed. He stated in order to avoid the turn lanes for phase 1 they are spreading the cars to the west and east so the cars coming from the west will enter the west and exit on the east. He stated that the buses and the cars will intermingle a little bit, but that all of the buses will enter and exit on the west. He stated in phase II it is completely segregated with the buses on the west and the cars on the east because the turn lanes will be installed by that point.

Vice-Mayor Rumsey asked if the buses only drop off is on the west then the buses will only use the western turn around lane.

Mr. Celentano stated "yes".

Vice-Mayor Rumsey asked if there is going to be some type of covered walkway to get the children from the bus to the portables.

Mr. Celentano stated that there will be a shuttle service to move the children from the west end and take them around to the drop off at the eastside by the modular buildings. He stated that there will be covered walkways adjacent to the modular classrooms. He stated that this is a work around for phase I and that phase II will have complete covered walkways for access to the building.

Vice-Mayor Rumsey asked if the sign was temporary.

Mr. Celentano stated "yes".

Vice-Mayor Rumsey stated that he is excited about this project and wants to tout it as much as possible and a big sign would be important. He asked if the walkways covers are connected or if it is a covered walkway for each building.

Mr. Celentano stated that they are continuous except for the one break for Fire Department access.

Vice-Mayor Rumsey stated that he agrees with Mayor DuBois about the construction fence along the front of the property and that he thinks it is another opportunity to brand the facility. He stated on the construction fence around the center of the property while phase II is being built that he would like to see that not be a black vinyl construction fence. He suggested blowing up children's artwork or the logo of the school or something, but to make it something appealing that is going to draw interest to the school.

Commissioner Stevens stated that this is a great feather in the cap of Lake Park and that he thinks that having a LEED certified school will be great. He asked if it will still be a LEED certified, green school.

Mr. Celentano stated "yes" and that will be implemented in phase II of the project.

Commissioner Stevens stated that LEED standards are very difficult to meet and that advertising that this is going to be a green school would also be a good idea.

Commissioner Hockman stated that he is looking forward to the school and that he thinks it can be a benefit to the Town. He stated that he is concerned with the traffic and how it is going to affect the street. He stated that his son went to a charter school and the big problem was that it was on a two-lane road like this and when it came to pick-up the cars lined done the road and creates a bottleneck. He stated that parents started showing up a half an hour early sitting there and this being a curb and gutter road there is no place for the parents to pull off the road. He asked how will the 100 cars be handled.

Vincent Kendrick stated that one thing the school will have is a very strong after school program and kids will stay after school so that what they have learned can be reinforced. He stated that he has been in government for over 30 years and that he was an Interim City Manager, and Director of Parks and Recreation and that he was concerned about the Millage rate because he knew that programs were going to be cut and all the Parks and Recreation programs are at the end of the year. He stated that he is conscience of what the Town needs as far as Ad Valorem tax and he wants to be a good citizen and do his part to help this community grow and to build solid educational programs. He stated that the school will also provide job training for veterans, GED courses in conjunction with Palm Beach State College, CPR training and be good citizens to the Town and provide training that the Town may need. He stated that he is retired and he wants to come back and do his part and be a good citizen to the Town of Lake Park.

Commissioner Hockman stated that he is concerned about vehicular traffic and would like to see how the cars will be incorporated. He stated that phase II will have approximately 400 students that there will be a bottle neck of cars and if there are cars parked waiting to pick-up the kids it will be an issue.

Mr. Celentano stated that there will be 4 to 5 buses to pick up kids and that the potential kids for this school that the parents may not have a car.

Mr. Kendrick stated that the transportation plan that was presented to the School Board and that over 50% of the kids will actually be bused to the facility. He stated that they are

trying to get natural gas buses to limit the emissions and they will also be encouraging the kids to ride their bikes or walk. He stated that is phase II of the project a turn lane will be added. He stated that an after school program will also deter the bottleneck at 2:00 pm when everyone is coming to pick-up the kids.

Commissioner Hockman stated that it is great to try to get the kids to ride their bikes, but he thinks that will only be the kids off Congress in that area and not the kids that live in other parts of the Town. He stated that he would be leery of kids from the east side of the Old Dixie Highway biking to the school because there are no sidewalks going across the tracks and he does not know if he would want to have an 8-year old kid riding that way to get the school.

Mr. Kendrick stated that was their concern also and that is why they moved to this location to be able to better handle these issues.

Commissioner Hockman stated that he would like to see a walkway around the retention pond to encourage the kids to be more green and teaching opportunities.

Mr. Kendrick stated that the school was modeled after Pine Jog, the first green school in the County. He stated that the school will be Gold LEED certified and are planning to have an urban garden, hydraulic garden and that he is open to having more walking paths to encourage the kids to exercise and learn.

Commissioner Hockman stated that he would like to see the site use LED lighting.

Mr. Kendrick stated that it is being worked on for the second phase and that they are working with a cogeneration gas turbines and that they are planning on having natural gas and solar panels to try to reduce the schools overall usage. He stated that they are looking at lighting that will reduce the total electrical usage. He stated that his goal is simple in that he wants to build the best for the community, the facility will be Gold LEED certified, utility usage rate will be reduced, and he will be volunteering to help the community. He stated that he and his wife are in the kids business and that they want to do everything possible to provide a good educational facility and to be able to help the community.

Commissioner Hockman asked if the crossing guards are paid by the school.

Community Development Director DiTommaso stated "yes".

Mr. Celentano explained the plan for cars (see page 4 of Exhibit "D") and how the cars will be stacked for drop off. He stated that between the plan for the cars, buses and walking/biking that it will be handled.

Commissioner Hockman suggested that one side be an entrance and the other an exit creating double lanes for the exit.

Mayor DuBois stated that in this area the Town has the five year road improvement plan for Old Dixie Highway and Silver Beach, in negotiations with the County, Army and

stakeholder properties for the Park Avenue extensions and that there may be an opportunity to develop a Scrub Area Nature Center. He stated that what Commissioner Hockman is talking about is applicable to master planning improvements, so that if there is a sidewalk to be put in the Town knows where to put it in order to benefit that area. He stated that this areas has a complicated pattern of uses with the school then it ever has had as a light industrial area. He stated that the school will add a new dimension to the area and that he thinks that it begs for master planning of all of the confluence of all of these improvements.

Commissioner Longtin stated that everything looks good and that it seems that a lot of the concerns were addressed. She stated that her concern is the kids walking to the school from Silver Beach Road and that a crossing guard is needed at Silver Beach Road and Congress Avenue and at Old Dixie Highway and Park Avenue. She stated that until the extension is done for Park Avenue she would like the school to commit a crossing guard for Old Dixie Highway and Park Avenue and at Silver Beach Road and Congress Avenue.

Mr. Celentano stated that it will be considered.

Mayor DuBois stated that the whole area has no connectivity to the project.

Commissioner Longtin stated that is her concern about children walking to school in an industrial area. She mentioned the need for signage regarding that there is a school in the area and there are small children.

Mayor DuBois stated that 50% of the students would arrive at the school via bus. He asked if that was designated by the School Board.

Mr. Kendrick stated "no" that he set the 50%. He stated that the School Board does not reimburse transportation less than two miles. He stated that the transportation plan is up to 10 miles, but they are going to pick-up every kid that requests a pick-up between two miles they just will not get any reimbursement for it.

Mayor DuBois stated that he sees students crossing Northlake Boulevard at locations other than the locations with crossing guard and that it is dangerous.

Commissioner Longtin asked if a student lives on 9th Street in Lake Park if the school would pick them up.

Mr. Kendrick stated that if a request for pick-up is made then the student will be picked up. He commented that students from San Marco's could walk to the school from Congress and that the students coming from the east they are attempting to provide enough transportation. He stated that they are making sure that all students that are registered get to school safely. He wants to provide a quality education and facility to serve the students and the Town.

Vice-Mayor Rumsey asked if the school would be open for the upcoming school year.

Mr. Kendrick stated "yes".

Vice-Mayor Rumsey stated that he thinks that this is the most important vote he will take during his tenure because of the long-term impact of the project. He stated that he is thrilled that they have decided to invest in Lake Park and that they are showing people that Lake Park is worth investing in. He stated that he appreciates what they are doing and that he is excited about the project and look forward to this project being something that makes a difference.

Motion: A motion was made by Vice-Mayor Rumsey to approve Resolution 15-07-12 contingent upon the adoption of the Ordinance 09-2012, fence upgrades between phase I and phase II, retention area upgrades and inclusion of a physical education program; Commissioner Hockman made the second.

Town Manager Sugerman asked if Vice-Mayor Rumsey's motion includes all 19 conditions as they appear in the staff report prepared July 6, 2012.

Mayor DuBois stated that "yes" the conditions are included along with the additional conditions.

Vice-Mayor Rumsey concurred.

Town Manager Sugerman read condition 13 "The applicant shall cease operating the education facility and shall remove all classroom portables on or before July1, 2013. No extensions are permitted." and stated that the condition may tie the Commission's hands in that this is a hurricane area and there may be unforeseen circumstances and if the Commission would like to grant an extension because of extenuating circumstances that cause a hardship on the applicant. He suggested substituting language that says, "any extension of this date shall be at the sole discretion of the Town Commission".

Vice-Mayor Rumsey suggested the language "No extension is permitted barring an act of God."

Mayor DuBois stated that this will get into a whole list of other things too.

Commissioner Longtin stated that just because it states "No extension permitted" doesn't mean that the Commission cannot grant an extension.

Commissioner Hockman concurred.

Attorney Baird stated that the development order can be amended by the Commission to permit an extension.

Commissioner Hockman stated that the Commission went through this with Ear Stewart and the Commission provided an extension.

Town Manager Sugerman read condition 17 "The Phase I educational facility and training center shall be constructed in compliance with the..." and suggested that "and training center be struck from the condition.

Vice-Mayor Rumsey stated that his motion includes striking "and training center" throughout the conditions.

Commissioner Stevens stated that in condition 15 regarding the tax exemption that the first sentence does not seem very clear to him and suggested changing the language "Ad Valorem taxes" to "Ad Valorem tax exemption received". He stated that the Applicant would pay the Town what the Applicant is being exempted from.

Vice-Mayor Rumsey asked for clarification regarding the change.

Commissioner Stevens explained that the existing language states that the facility applies for a tax exemption the applicant shall pay the Town a fee that is equivalent to the Ad Valorem taxes for the subject property. He stated that what it should say is that the applicant shall pay the Town a fee equivalent to the Ad Valorem exemption for the subject property.

Vice-Mayor Rumsey asked if Attorney Baird agrees.

Attorney Baird stated that he agrees with Commissioner Stevens' suggestion.

Vice-Mayor Rumsey stated that Commissioner Stevens' change is included in his motion.

Commissioner Stevens stated that he encourages the facility to apply for the exemption, but if it is a wash for the applicant either way then he does not know what incentive there is to apply for the exemption.

Town Manager Sugerman stated that the facility would be exempt from other taxing authorities such as the County.

Commissioner Hockman stated that he seconds the changes.

Vote on Motion:

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

Motion passed 5-0

12. Resolution No.17-07-12 Seacoast Utilities Board Appointment of Dale S. Sugerman

Mayor DuBois stated that this is additional work and additional responsibility and suggested that the compensation is minimal at $300 a month, but rather than that compensation come back to the Town that as long as Town Manager Sugerman is on the Board that he receive that compensation. He stated that with added work and responsibility should come added compensation.

Motion: A motion was made by Commissioner Stevens to approve Resolution 17-07-12; Vice-Mayor Rumsey made the second.

Mayor DuBois asked if the motion includes the compensation going to Town Manager Sugerman.

Commissioner Stevens stated "yes".

Commissioner Longtin asked if the compensation is $300 a month.

Mayor DuBois stated "yes".

Vice-Mayor Rumsey asked if he seconds the motion for discussion does he needs to vote in favor of the motion.

Attorney Baird stated "no".

Vice-Mayor Rumsey stated that he seconds the motion for discussion. He stated that he has an issue with the $300 going directly to Mr. Sugerman. He stated that he thinks that the money should come back into the Town. He stated that the Commission approved the Town Manager's additional outside professional activities and that the Town Manager has usually served on this Board. He stated that he would be in favor of the appointment with the funding coming back to the Town.

Mayor DuBois stated that he has been on this Board and he knows the amount of work that is involved in serving on this Board and that he was not compensated while he served on the Board. He stated that it is not just a fluff Board of Directors position and it is minimally compensating.

Vice-Mayor Rumsey stated that he does not disagree that there is a substantial amount of work that goes into serving on this Board. He stated that a majority of the Commission serves on Boards and Committees that come with outside responsibilities and asked if the Board meeting more than once a month.

Mayor DuBois stated that the Board is scheduled to meet once a month, there is correspondence by e-mail with the Authority Director and there are committees involved

with it also. He stated that each Board member is involved in multiple committees during their tenure.

Vice-Mayor Rumsey stated that Town Manager Sugerman agreed to a contract with the Town under a certain compensation package and the Commission has agreed to that. He stated that he thinks at this point that the Commission should go ahead and keep the compensation package at what it is with the compensation for serving on this Board coming back to the Town.

Commissioner Stevens stated that he has been convinced by Vice-Mayor Rumsey's argument and thinks that the compensation should come back to the Town.

Commissioner Hockman asked if the Board meets during the day.

Mayor DuBois stated that the Board meets at 3:00 pm.

Commissioner Hockman stated that the Board meets in theory when Town Manager Sugerman would be working for the Town so he is using Town time to serve on this Board. He stated that the Commissioners serve on Committees and are not compensated for it.

Mayor DuBois stated that this is not a Committee that this is a Board of Director and that a Director is very often compensated that same way that the members of the Commission are compensated. He stated that Town Manager Sugerman did not solicit him to bring up this conversation, that he mentioned to Town Manager Sugerman that he felt that Town Manager Sugerman should be compensated for serving on this Board.

Attorney Baird stated that Commissioner Stevens could withdraw his motion and offering a motion to accept the Resolution as drafted.

Commissioner Stevens withdraws his motion.

Motion: A motion was made by Commissioner Stevens to approve Resolution 17-07-12 as drafted; Vice-Mayor Rumsey made the second.

Vote on Motion:

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

Motion passed 5-0

DISCUSSION AND POSSIBLE ACTION:

13. Presentation of Draft of Revised Handbook of Procedures and Policies for Employees of the Town of Lake Park (Employee Handbook)

Mayor DuBois stated that the time is 9:50 pm and that there are a few other items on the agenda and there is a public comment on this item and proposed that this item be used as an introduction to the subject matter rather than time to go through page by page and line by line of the Handbook. He stated that he did not realize that the changes would be such a major overhaul of the Handbook and he thought there was some minor changes, but that he is not sure that it is appropriate to go through each change in this forum. He stated that it may be better that a committee with a member of Commission and staff meet to review the changes. He stated that he is open to any suggestion that would eliminate hours of discussion on this item during a Commission meeting and into another forum.

Commissioner Stevens suggested taking a brief poll on how many questions the Commission has on this item and stated that he only has two questions. He stated that he reviewed it and it looks good and changes have also been made to the Code and Charter.

Commissioner Hockman stated that he only has a couple of questions and comments.

Commissioner Longtin suggested that it be addressed at the next Commission meeting because she has not been able to complete the entire Handbook. She stated that she thinks it needs to be gone through that the Town has had some members of the public that spent a lot of time on this and that the Commission should give it due diligence. She stated that she does not think it needs a Committee because those people who are interested have stepped up and participated and Interim Town Manager Titcomb went over it. She stated that it is her understanding that a lot of work has been done on this and that staff is ready, but she just needs more time.

Vice-Mayor Rumsey stated that he agrees with Commissioner Longtin and that he needs some time to go through and review the Handbook. He stated that he does want to give Ms. Bernhard an opportunity to speak on this item because she has done a tremendous amount of work on the Handbook.

Public Comment:

Diane Bernhard, 301 Lake Shore Drive, stated that nearly everything in the Handbook meets or exceeds her expectations. She thanked the Commission, Interim Manager Titcomb, and Human Resources Director Bambi Turner for their work on the project. She stated that the phrase "Engaging in an action which the Town Manager determines is sufficient cause for discipline under this category" in Section 7.9(s), and Section 7.10(v), and the phase "Any action determined by the Town Manager to be so serious as to warrant immediate termination of employment" in Section 7.11(z) invests too much power in one individual and would like to see the language removed.

Public Comment Closed

Mayor DuBois stated that he does not agree with reducing the Town Manager's authority and that he thinks that the CEO should have more authority. He asked the Commission how they want to proceed.

Vice-Mayor Rumsey asked Town Manager Sugerman about the number of items anticipated being on the August 1, 2012 Commission meeting.

Town Clerk Lemley stated that there is a CRA meeting before the Commission meeting.

Vice-Mayor Rumsey asked if anyone would be opposed if a workshop after the second meeting in August.

Mayor DuBois stated that he does not think there is an urgent need to get this done and he would be willing to see this come back before the Commission is September or October after the budget cycle is complete.

Commissioner Hockman stated that if the Commission does a workshop the item will come back again before the Commission for adoption.

Commissioner Stevens stated that he would rather this come back at a Commission meeting. He stated that he has been through it and in fairness to the other Commissioners, this was a big agenda, but the changes are not too substantial.

Commissioner Longtin stated she would like to hear the comments of the Commissioners that have completed their review.

Vice-Mayor Rumsey stated that he disagreed because he does not want the other Commissioner's comments coloring his review of the Handbook.

Mayor DuBois suggested placing this item on the next agenda and for the Commissioner's to relay their comments to staff.

Commissioner Hockman recommended that it be the last item on the agenda.

Town Manager Sugerman stated that he understood the direction to be that each Commissioner will identify to staff what section of the Handbook they would like to discuss.

Mayor DuBois clarified that each of the Commissioners would have their concerns discussed by staff, addressed and resolved before the meeting.

Commissioner Longtin asked what if staff does not agree with the Commissioner.

Mayor DuBois stated then that item will be brought to the full Commission for discussion.

Vice-Mayor Rumsey stated that he just wants to move the item to the next meeting.

Mayor DuBois stated that he wants to have a method to move the item forward.

Town Manager Sugerman stated that he has concerns and that he thinks the legislative process should happen at the Commission meeting and not one on one with staff.

Vice-Mayor Rumsey stated that he thinks that Mayor DuBois is says is that if a Commissioner has questions for them to go to the Human Resources Director Turner and discuss the questions with her prior to the meeting so that some of the question can be answer before the meeting and if the questions and concerns are not answered the item will come before the Commission.

Mayor DuBois clarified that he is not suggesting that the Commissioners create policy one on one with staff outside of the Commission meeting, but he does encourage all of the Commissioners to address their individual questions and concerns with staff before the meeting so that the Commission can have an efficient meeting.

Commissioner Stevens asked if each Commissioner should e-mail their comments and concerns to Human Resources Director Turner with a cc to Town Manager Sugerman to be included in the presentation.

Town Manager Sugerman stated that he is having problems with that because the concept of a concern means that there is going to be dialogue back and forth. He does not believe there should be dialogue back and forth between individual members of the Commission and staff because that is as if the Commissioner is legislating from somewhere else than the dais.

Mayor DuBois asked if staff members include Town Manager Sugerman.

Town Manager Sugerman stated "yes".

Vice-Mayor Rumsey asked if one of the Commissioners has a question about "Engaging in an action which the Town Manager determines is sufficient cause for discipline under this category" and calls Human Resources Director Turner and asks for an explanation of what is meant. He stated that he does not think that is legislating that it is him getting a question answered so that he understands the document further. He stated this is something this Commission should be able to do and should do so that the Commission does not have to come to this meeting and ask for the explanation. He stated that he does not think a Commissioner should be calling Human Resources Director Turner and directing her to remove "Engaging in an action which the Town Manager determines is sufficient".

Mayor DuBois concurred with Vice-Mayor Rumsey's comments. He stated that there has been enough discussion for there to be understanding regarding the bounds of discretion regarding legislation.

Commissioner Longtin stated that she is appreciative of Vice-Mayor Rumsey's comments. She explained that a Commissioner cannot speak to staff without permission of Town Manager Sugerman and requested that Town Manager Sugerman is copied on correspondence. She stated that Commissioners need to be careful that their communication is for clarification purposes only and not to request changes unless it is a spelling error or something. She stated that she agrees with Vice-Mayor Rumsey's comments.

Motion: A motion was made by Commissioner Hockman to postpone the Employee Handbook to the next meeting; Vice-Mayor Rumsey made the second.

Vote on Motion:

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

Motion passed 5-0

14. Contract Adjustment to the Downtown Alleyway Improvements, 7'h to 8th Street Project

CRA Project Manager Richard Pittman explained the project and stated that during the project there were changes most of which were based on unit prices that were in the bid as part of the original submittal of the contractor. He stated that the original contract amount was $269,457.15 the final construction amount is $297,406.35 for a difference of $27,949.20. The contingency amount approved by the Commission was $26,945.72 and the contract is essentially $1,003.48 over the contact and contingency amount. He stated that staff is recommending that the Commission approve a contract amendment of $27,949.20, the use of the construction contingency amount of $26,945.72 and additional funds in the amount of $1,003.48. He stated that the funds are available in the Seacoast Loan account that was used to fund the project.

Commissioner Hockman asked what caused the changes to result in the increase of the cost.

CRA Project Manager Pittman stated that in some cases the consultant had an error in the quantity take off and provided the example of an error in the amount of fencing. He stated that the quantity of fencing was not changed in the field, but the consultant had an error in his takeoff. He stated that a major change at a cost of over $13,000 was that the west end of the alley was rebuilt and that was not anticipated to have to redo the alley on

the west end from the rock base up. He stated that when the contractor began to excavate for the valley gutter it was determined that they would also have to dig into the rock base and it would make the rock base thinner and it would not be the standard thickness for the rock base.

Commissioner Hockman stated that the overall project is $350,000 and asked if it includes the landscaping and irrigation that has not been completed.

CRA Project Manager Pittman stated that is correct and that portion of the project is out for bid and $40,000 has been set aside for that. He stated that the estimate that he has received puts the cost at close to $30,000.

Commissioner Longtin stated that this is all after the fact.

CRA Project Manager Pittman stated that is correct and that he does not like to do that, but one does not want to stop a construction contract. He stated that not only does it become about the work that needs to be done, but the time factor is essentially demobilized to remobilized.

Commissioner Longtin stated that she hopes this kind of stuff does not happen again.

Motion: A motion was made by Commissioner Hockman to approve the contract adjustment; Commissioner Stevens made the second.

Vote on Motion:

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

Motion passed 5-0

15. Award of Contract, Flagler Boulevard Median Irrigation & Sod, Town Bid: 05-2012

CRA Project Manager Pittman stated that this item is the construction contract for the installation of irrigation and sod in the median on Flagler Boulevard between Palmetto Road and West Jasmine Drive. He explained the project and stated that a Community Development Block Grant was received for $52,200.00 and that the project was put out to bid and three quotes were received. The low bid is Chris Wayne & Associates for $64,401.75. He stated that the low bid did come in over the grant amount and staff is

recommending to the Commission to fund the difference between the bid and the grant amount plus a 5% contingency and funding would come from the Street and Road Account in the amount of $15,422.

Commissioner Hockman asked who prepared the plans that went out for bid.

CRA Project Manager Pittman stated that he prepared the plans.

Commissioner Hockman asked if the contractor is being required to create a set of plans or is the project to be installed per the set of plan provided in the bid documents.

CRA Project Manager Pittman stated that the contractor is not being required to do their own set of plans. He stated that the contractor has been provided a schematic and that basically all the medians are the same width however they do vary in length. He stated that contactor has been provided with a schematic drawing, which shows the number of valves and sprinkles in each segment of median. If the contractor provides as-builts he would want to know where every valve is not necessarily every sprinkler head.

Commissioner Hockman asked why they drew two rows of sprinkler heads versus one row down the center.

CRA Project Manager Pittman stated that it keeps the main line and sprinkler heads out of the center in case the Town wants to add more trees in the future.

Commissioner Hockman stated that his concern is that by putting these sprinkler heads down the edge of the road that Public Works would be constantly out there fixing them because cars would potentially be driving over the heads. He stated that he is concerned that the number of sprinkler heads and maintenance has been doubled and whether Public Works is going to be able to handle this stretch of sprinkler system.

CRA Project Manager Pittman addressed that concern by placing a note into the plans that states to stay six inches or more away from edge of pavement.

Commissioner Hockman asked why the pump on the east end is being replaced since the Town just paid $3,000 to put in a new pump.

CRA Project Manager Pittman stated that there was a choice to install a three horse power pump there or use the two horse power high pressure pump, but there are some long runs in this system. He stated that he agrees that the system is over designed, but he designed it so that if one of the pumps fails the other pump can compensate for some of the watering needs.

Commissioner Hockman asked if the recommendation is to put pipes under Seminole Boulevard to connect the whole length.

CRA Project Manager Pittman stated "yes" that the intention is to put a pipe under Seminole and to water the two triangles with the pump at the east end of the project.

Commissioner Hockman stated that in one section of the bid package it calls for a two horse power pump and in another it calls for a three horse power pump and asked which is it.

CRA Project Manager Pittman stated that it would be a two horse power high pressure pump.

Commissioner Hockman asked if the contactor bid it that way.

CRA Project Manager Pittman stated "yes".

Commissioner Hockman asked why at the east pump station the requirement is for 100 amp service and asked why not 60 amp.

CRA Project Manager Pittman stated that it can be reduced to a 60 amp.

Commissioner Hockman asked if the valve boxes will be traffic rated.

CRA Project Manager Pittman stated that the valve boxes are not traffic rated. He stated that the valve boxes can be located close to the middle of the median if he wants them there, but the valve boxes will be located further off the edge of pavement then the sprinkler heads will be.

Commissioner Hockman stated that in the contract price there is a deduction of $4,200 for an open cut road and he is concerned with how the contractor came up with that price because, as per the drawings detail, the contractor is going to have to make a five foot cut in the asphalt in order to dig down to install the pipe. He stated that with a five foot stretch of asphalt and rock base that it he finds it hard to believe that there would be a deduct for that type of installation versus a directional bore.

CRA Project Manager Pittman stated that he is not favoring open cut but the contractor could use a piece of equipment called a Big Wheel to create a small trench.

Commissioner Hockman stated that the problem with that is it does not get the compaction. He stated that the equipment cuts down approximately two feet and then the trench is backfilled. He suggested that if the contractor is permitted to use the Big Wheel then concrete slurry should be used to avoid sinking of the roadway, but using concrete slurry could increase the cost. He stated that there is a $30,000 difference between the bids and that is a big jump.

CRA Project Manager Pittman stated that the $30,000 difference is big. He stated that the County reviewed the bid documents and did not question the bid price difference. He started that he questioned the contractor and that the contractor is not afraid of the difference.

Commissioner Hockman asked why Public Works is contouring the median and removing excess soil from the median prior to the contractor commencing work and then the contractor will be ripping it all up.

CRA Project Manager Pittman stated that he discussed it with the Public Works Director Dave Hunt and it was determined that there is a need to contour the median to a contour that they like, get rid of the excess soil, and get the soil down so when the sod goes in it will allow for the thickness of the sod. The contractor is to restore the contour before installing the sod. He stated that if the contractor was to remove the soil and some of the debris that Public Works is going to remove the contractor's price would be higher.

Mayor DuBois asked if the median is being re-contoured for drainage.

CRA Project Manager Pittman explained that the median is an excellent retainage area for water and if it can be contoured to be deeper and the soil can be excavated and leave it so the contractor does not have to do a lot of re-grading and the sod goes down even with the pavement and the water from the roadway will drain into the grass area faster and will retain more of the water helping the drainage.

Mayor DuBois stated that it will actually look differently than it does now.

CRA Project Manager Pittman stated that near the trees the root system limits the amount of the contour, but in between the trees there will be more of depressed areas which will hold more water.

Commissioner Hockman stated the most the medians are two to three inches below the edge of pavement now so in reality when the sod is installed it will bring it more even to the edge of the road. He stated that along the edge of the medians a lot of the asphalt is being busted up and that there is nothing to really stabilize the asphalt edges.

CRA Project Manager Pittman stated that he agrees and that there is not a good asphalt edge to edge the grass against. He stated that it will not look as sharp as then it would if a concrete header curb was there.

Commissioner Stevens asked if the project is estimated around $64,000.

CRA Project Manager Pittman stated that the contract is based on unit prices and estimated quantities is $64,401.

Commissioner Stevens asked if the grant the Town is receiving is $52,000.

CRA Project Manager Pittman stated "yes".

Commissioner Stevens stated that the total cost to the Town is approximately $12,000 to $15,000.

CRA Project Manager Pittman stated "yes"

Commissioner Stevens asked in CRA Project Manager Pittman's professional opinion that the contract being awarded per this plan will meet the Town's irrigation and sod needs.

CRA Project Manager Pittman stated "yes".

Motion: A motion was made by Commissioner Stevens to approve the award of contract; Vice-Mayor Rumsey made the second.

Mayor DuBois stated that he would support this project with the directional bore for the installation of the pipe as recommended by CRA Project Manager Pittman.

Commissioner Hockman stated that the system should be installed as it is now with the sprinkler heads in the middle. He stated that by having the sprinkler heads in the middle half the piping and valves would be needed. He stated that with the sprinkler heads in the middle it would be the same watering pattern with less maintenance by Public Works.

Mayor DuBois suggested a compromise to bring the sprinkler heads in from six inches to nine inches from edge of pavement.

CRA Project Manager Pittman stated "yes".

Mayor DuBois asked if moving the sprinkler heads in would protect the sprinkler heads from vehicular traffic that may drive on the median.

CRA Project Manage Pittman stated it would provide a greater degree of safety of the system.

Commissioner Hockman stated that he does not believe the modification would help because if someone drives off the road to go around trucks the vehicle will drive more than six to nine inches into the median. He stated that to avoid this the sprinkler heads should be moved 12 to 14 inches and at that point the sprinkler heads might as well be put back in the middle of the median. He explained the current configuration of the irrigation system.

Mayor DuBois stated that he would prefer that the sprinkler heads be nine inches instead of six inches from the edge of pavement. He asked if there was a way to include that in the motion.

Commissioner Stevens amended his motion to include the moving of the sprinkler heads from six inches to nine inches from the edge of pavement.

Vice-Mayor Rumsey seconded the amended motion.

Vice-Mayor Rumsey stated that once the sprinkler system is fixed that people will stop driving across the median. He stated that he has decided to vote along with Commissioners Hockman and Longtin because they have been so passionate about this issue. He stated that while he would like to see the sprinkler system fixed it does not affect him as much as Commissioners Hockman and Longtin and he wants to make sure their voices are heard on this issue.

Mayor DuBois stated that he has been looking forward to having this project completed and having the median on Flagler Boulevard look good and the property owners making improvements to their property as a result of the project.

Vote on Motion:

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

Motion failed 3/2

Mayor DuBois asked how the Town can best use the $52,000 grant because the Town either has to send the money back or have a different plan.

Commissioner Longtin stated that her issue is not the grant, but the amount the Town has to supplement and why the Town cannot copy the plan that is there.

Vice-Mayor Rumsey asked if CRA Project Manager Pittman could be given a couple of weeks to come back to the Commission with alternatives.

Mayor DuBois asked for a review of the timeline for the grant requirements.

CRA Project Manager Pittman stated that in the grant documents the advertise and accept bids deadline is July 15, 2012, and award the contract by September 1, 2012. He stated that from what he has heard that he presumes that Commissioner Longtin and Hockman would have approved the project if the design had the sprinkler heads down the middle.

Commissioner Hockman asked if the design is changed now would the project have to go back out to bid.

CRA Project Manager Pittman stated that is technically correct.

Commissioner Stevens stated that then the Town would lose the grant.

CRA Project Manager Pittman stated that the other option is to tell the County that the Commission did not approve the project and that it sounds like the Commission would approve the project if the design was different and therefore the cost would be different and that the Town would like a time extension.

Commissioner Longtin stated that her concern is not the layout, although she does not like the layout. She is concerned with the $15,000 over the grant amount that the Town would have to contribute to the project. She stated that the $15,000 should be used towards curbing to prevent people from driving in the median.

Commissioner Stevens stated the cost of installing curbing would well exceed the $12,000 to $15,000 that the Town is contributing for this project.

Mayor DuBois stated that the Streets and Roads Fund would be the appropriate mechanism for funding a curbing project.

Commissioner Stevens agreed and stated that a curbing project could be considered further down the road, but as far as this grant he does not want to risk losing it by shooting down a proposal and missing the deadlines and Lake Park would be out the $52,000.

Vice-Mayor stated that Town Manager Sugerman told him that the Town would not lose the $52,000 and asked if that is correct.

Town Manager Sugerman stated "yes".

Mayor DuBois asked how the project would be re-bid and still meet the deadlines.

Town Manager Sugerman stated that Vice-Mayor Rumsey did not ask him about that.

Vice-Mayor Rumsey stated that he did not talk to Town Manager Sugerman about re-bidding the project.

Mayor DuBois stated that re-bidding the project is what is involved.

Commissioner Longtin stated that surely there is a way to do this without putting it back out to bid.

Mayor DuBois stated that the other bids could feel that the project was changed and that they could have provided a more competitive price because of the change in the design to something that they are better at.

CRA Project Manager Pittman stated that if the County was not involved and it was not a grant one way to do it would be to award the contract based on negotiated change, but there is the potential for the other bidder to complain about that process.

Vice-Mayor Rumsey asked what the chances are that the County will give the Town an extension.

CRA Project Manager Pittman stated that in his opinion that the County is losing patience with Lake Park because the Town originally went for the grant, received a grant for $48,000 and then the Town went back and requested an increase to include the sod. He stated that he can ask for a time extension to re-design and re-bid.

Commissioner Longtin stated that the Commission just took a vote on this and asked Attorney Baird if the Commission can take the exact same vote on this item again.

Attorney Baird stated that a member of the prevailing side can ask for a motion to reconsider the item.

Commissioner Longtin stated that this bugs her because this is one of those maintenance issues that should have never become a political issue. She believes that the Commissioners are being used as pawns to distract from other issues. She stated that she believes that this could have been fixed for under $5,000 and should have been and that it never should have gotten to this point, but this does have to get done.

Motion: A motion was made by Commissioner Longtin to reconsider the item; Vice-Mayor Rumsey made the second.

Vote on Motion:

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

Motion passed 4/1

Motion: A motion was made by Commissioner Stevens to award the contract; Vice-Mayor Rumsey made the second.

Vote on Motion:

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

Motion passed 4/1

Commissioner Longtin stated that Commissioner Hockman is correct and that Public Works Director Hunt has stated that it is too much work to take care of this and that this project has increased his workload.

Mayor DuBois stated that it is an asset to the Town and to all of the properties on Flagler Boulevard and that he thinks that the asset value offsets the liability value.

16. Letters of appreciation from the Mayor on behalf of the Commission and Proclamations for Interim Town Manager Jamie Titcomb and PBSO Commander Pete Palenzuela

Motion: A motion by Commissioner Longtin to provide both Interim Town Manager Jaime Titcomb and PBSO Commander Pete Palenzuela a letter of appreciation from the Mayor on behalf of the Commission and Proclamations; Vice-Mayor Rumsey seconded the motion.

Vote on Motion:

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

Motion passed 5/0

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Hockman stated that regarding the irrigation along Flagler Boulevard it will cost the Town $15,000 when a year ago the Town could not afford to spend $1,000 to $2,000 to fix it. He stated that the Town had a cost of $15,000 to locate all the sprinkler heads and get it functioning the way it should and the Town did not have the money and now the Town has the money. He believes that this system is going to become a maintenance headache because there is no curb and gutter. He stated that he has requested in the past to see these packages before going out to bid and that he would have commented that the project should have been designed the same way it currently is and it would have been a lot less maintenance and cost. He stated that the $52,000 would not only have fixed the irrigation, installed the sod and replaced a couple of trees along the roadway.

Commissioner Longtin asked if something is scheduled to go into the old Cardello's restaurant.

Community Development Director DiTommaso stated that an application has been received from the Pirate's Well to open as a restaurant in that location.

Commissioner Longtin asked if the hours of operated been extended for that operation.

Community Development Director DiTommaso stated "no".

Commissioner Longtin welcomed the new Palm Beach County Sheriff's office District Commander Chris Myers. She stated that the Library and Recreation Departments have many programs and activities and encouraged residents to participate. She stated that the Sunset Celebration will be at the Marina on July 27, 2012 and encouraged residents to come out from 6:00 to 8:00 pm.

Commissioner Stevens thanked Ms. Duchene for the Library statistics and stated that the Library is a great benefit to the community. He stated that regarding Mr. Belevic and the sanitation fine and that he reviewed Florida Statutes 162.069(2) and that it does state that prior to a fine that the Town does have to provide notice. However, the Commission is unaware of what legal authority Mr. Belevic was cited under and that he agrees with the recommendations by Town Attorney Baird and Town Manager Sugerman. He welcomed Mr. Miller to the Town and stated that kennel clubs are helping dogs improve their behavior. He stated that he is happy that the Town is one step closer to having a LEED certified school in the Town.

Vice-Mayor Rumsey thanked Recreation Director Kathleen Carroll for the July 1 Picnic. He welcomed Mr. Myers to the Town and is happy to have him here.

Mayor DuBois stated that he attended the Chamber of Commerce Legislative Round-up on July 18, 2012 and introduced himself to Chamber of Commerce Executive Director Beth Kigel. He stated that Ms. Kigel showed an interest in the Town of Lake Park and that she would like to come to a Commission meeting and introduce herself and would like to expand the Chamber of Commerce's participation in Lake Park. He stated that he appreciates that the Commission has chosen to approve the project for Flagler Boulevard and that he believes that it will enhance the value of the Town and the pride that everybody has on that street in their own properties and in the Town in general.

Attorney Baird stated that he will not be attending the August 1, 2012 meeting, but Matt Ramenda from the firm will be attending.

Town Manager Sugerman none.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Rumsey and seconded by Commissioner Stevens, and by unanimous vote, the meeting adjourned at 10:52 p.m.

_____
Mayor James DuBois

_____
Deputy Town Clerk, Shari Canada, CMC

_____
Town Clerk, Vivian Mendez Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

Exhibit "A"

2350 Coral Way, Suite 301
Miami, Florida 33145
(305) 860-0780 (Telephone)
(305) 860-0580 (Facsimile)
(305) 905-9801 (Mobile)

200 West College Avenue, Suite 204
Tallahassee, Florida 32301
(850) 222-9911 (Telephone)
(850) 807-2539 (Facsimile)

fgomez@gomezbarker.com

Gomez Barker Associates, Inc.

Memorandum

To: Hon. James DuBois, Mayor
Hon. Kendall R. Rumsey, Vice Mayor
Hon. Steve Hockman, Commissioner
Hon. Jeanine Longtin, Commissioner
Hon. Tim Stevens, Commissioner

From: Fausto B. Gomez

CC: Dale S. Sugerman

Date: July 18, 2012

Re: End-of-Session Legislative Report

We are pleased to present this report detailing the accomplishments of the Town of Lake Park during the 2012 legislative session. This was an exceedingly difficult legislative year, with many opining that the session will be known more for what it did not accomplish that what it achieved. It was marked by continuing reductions in the state budget as Florida faced a $2 billion budget shortfall, a gaming debate that galvanized early attention and energy but soon fizzled, an attempted leadership coup in the Senate that threw the closing days session into turmoil, and the once in a decade process of redrawing state and federal legislative districts.

In the midst of this Lake Park faired well. While the Town's most critical issue, the regulation of SOBER Homes was not considered, we were nevertheless able to obtain legislative communication to the Speaker of the House of Representatives requesting an "Interim Report." (Please see attached). The report will fully examine all issues related to SOBER Homes and normally leads to legislation being introduced not by an individual member but through the committee process. This is important in light of the opposition to our efforts from other cities in Palm Beach County and the understandable reluctance of legislators to intervene in such disputes. Other accomplishments include:

- Preserved funding for the Library;
- Obtained reduced or waived permit processing fees for completing necessary environmental projects;

- Modified an attempt to make cities liable for bus benches on the state right-of-way. Although Lake Park does not currently have bus benches or shelters, this clarifies the matter in case the Town wishes to contract with a private vendor for the provision of this and participate in the revenue generated;

- Secured reduced advertising rates for public notices that must be published more than once;

- Garnered approval of a $14.9 million statewide grant program for economic development projects; and,

- Assured that Lake Park was included in legislative districts having commonality of interests.

Equally critical was the ability to pass legislation that reduced the Town's operating responsibilities and expenditures, such as having to prepare the Evaluation and Appraisal Report, and to thwart bad policy that would have preempted home rule authority or imposed additional unfunded mandates. And with few exceptions the bills in the latter category, for example a proposed Constitutional Amendment granting Ad Valorem Tax Exemptions for Low Income Seniors, would require the concurrence of local governments to implement.

Following is a detailed list of key issues that my associates and I lobbied on your behalf. While many facilitate local decision-making with regard to policy and budget, we think you will be surprised at the lack of appreciation of municipalities that some others evidence. We were actively engaged both in helping pass legislation that facilitated local governance as well as assuring that bills that would have negatively impacted Lake Park did not become law.

As always, please do not hesitate to contact us if you have any questions or desire additional information. We appreciate the support and guidance provided by the Mayor, Vice Mayor, and Commissioners, and are honored to represent the Town of Lake Park.

FINANCE AND TAX

PASSED

Effective Public Notice - CS/CS/HB 937 requires newspapers that publish legal advertisements to also publish those ads on their website at no additional cost to the city. The bill also requires the Florida Press Association to publish those ads on their website. Municipalities will see cost savings as those legal advertisements that are required to be published more than once can only be charged 85% of the original rate.

Local Option Fuel Tax – CS/CS/CS/HB599 expands the allowable use of the revenues collected by the Local Option Fuel Tax to include the installation, operation, maintenance, and repair of street lighting, traffic signals, traffic engineering, signalization, and pavement markings.

Homestead Property Tax Exemption for Surviving Spouse of Military Veteran or First Responder – CS/HJR93 would allow the legislature to provide ad valorem tax relief to the surviving spouse of a veteran who died from service-connected causes while on active duty or the surviving spouse of a first responder who died in the line of duty. The Revenue Estimating Conference has opined that beginning with the January 2013 tax rolls, and assuming current millage rates, the statewide impact would be annual reductions in local government non-school tax revenues of $0.3 million beginning in fiscal year 2013-14. The legislation passed unanimously from both the Senate and House.

Additional Homestead Tax Exemption for Seniors - CS/HJR 169 would allow counties and municipalities to grant an additional homestead tax exemption for low income seniors. The exemption would be equal to the assessed value of the property with a value less than $250,000. To qualify, a person must have maintained permanent residence on the property for at least 25 years, must be at least 65 years old, and must have a household income of less than $20,000. The Revenue Estimating Conference has estimated that if all counties and municipalities offering the current low-income senior exemption authorized by Article VII, section 6 of the Florida Constitution also pass the required ordinances to offer this additional homestead exemption, the negative statewide revenue impact to local governments would be $9.1 million in FY 2014-15 and $9.4 million in FY 2015-16, assuming current millage rates. The legislation passed unanimously from both the Senate and House.

Tangible Personal Property Tax Exemptions - CS/HJR 1003 would grant an additional exemption for tangible personal property when it is assessed at more than $25,000 but less than $50,000. It would allow the Legislature to provide by general law that the counties and municipalities may grant this exemption for tangible personal property through ordinance. The Revenue Estimating Conference has estimated that the provision of the amendment would have a statewide negative impact on local government revenues of $20.1 million beginning in FY 2013-14. The legislation passed unanimously in the Senate and by a vote of 112-2 in the House.

Communications Service Tax - CS/HB809 updates and modifies a number of provisions regarding the manner in which the Communications Service Tax (CST) is levied. It revises definitions relating to bundling of services which are taxed by the CST, revises language that governs the assignment of customers to local taxing jurisdictions for the purpose of imposing the applicable local tax to modify the liability of a communications services tax dealer in the event of underpayment of the tax resulting from the dealer assigning a service address to the incorrect local taxing jurisdiction, and creates the Communication Services Tax Work Group which is comprised of four local government representatives, four industry representatives and the Department of Revenue as the non-voting chair. The Work Group will review the impact of the changes contained in CS/HB 809 as well as make recommendations of how to modernize and simplify this revenue source.

One key development in the very late stages of the Session was that a bill which accounted for almost a third of the estimated fiscal impact the Florida League of Cities provided did not pass. (The bill proposed shifting state revenue collections from the General Revenue fund and local governments to the Public Education Capital Outlay (PECO) and Debt Service Trust Fund.) Another development was a dispute between the fiscal impact numbers developed by the League, the Revenue Estimating Conference, and industry. The Revenue Estimating Conference estimated that CS/HB809 will have a statewide negative fiscal impact to local governments of $4.3 in FY2012-13 and a recurring negative impact of $4.7 million for incorrectly assigned service addresses. The negative fiscal impact for local governments regarding the taxation of items not separately listed is indeterminate.

The legislation passed unanimously from both the Senate and House. The fact local governments share this revenue source with the State offers significant protection against substantial diminution of these revenues in the future.

Business Tax Exemption – HB7125 would exempt real estate brokers and sales associates from paying the local business tax. The negative fiscal impact statewide to local governments is $3.8 million. The legislation passed the Senate by a vote of 33-7 and the House by a vote of 105-9.

FAILED

Taxpayers' Bill of Rights (TABOR) - The Legislature last year placed on the November 2012 ballot a constitutional amendment to limit the revenues and expenditures of state government. Those limitations are based on a complex formula accounting for population growth, cost of living, and other financial factors. Leadership of the House of Representatives this year attempted to amend the proposed constitutional amendment to include local governments. That effort failed.

Repeal of Business Tax - Under Chapter 205, F.S., local governments are authorized to charge a local business tax for the privilege of engaging or managing any business, profession, or occupation within their jurisdiction. The tax proceeds are considered general revenue. SB770 and HB1063 would have phased out the business tax over a six year period with a statewide negative fiscal impact of $132 million. These bills failed.

Impact Fees - SB603 and HB912 would have prohibited any local government from imposing any impact fee or any fee associated with the mitigation of transportation impacts on new development until July 1, 2015, unless authorized by the affirmative vote of two-thirds of the governing authority of the local government. Opposition to these bills was a priority because of overwhelming negative fiscal impact to local governments. These bills failed.

Insignificant Fiscal Impact - SB444 sought to define the term "insignificant fiscal impact" for purposes of unfunded mandates. The Florida Constitution prohibits unfunded mandates but provides an exception for laws that have an "insignificant fiscal impact." The exception would have been defined as an amount equal to or less than 10 cents multiplied by the latest resident population estimate on April 1st by the Demographic Estimating Conference for the applicable state fiscal year. The potential impact of this bill would have been to spur additional unfunded mandates to local governments. This bill failed.

Ad Valorem Taxation - HB1289 proposed a constitutional amendment on the November 2012 ballot that would have increased the homestead exemption for all non-school property taxes. This exemption would have equaled 30% of the homestead property's just value in excess of $75,000 but less than $200,000, plus 15% of the homestead property's just value in excess of $200,000 but less than or equal to $400,000. Assuming current mileage rates, the negative fiscal impact statewide to local governments would have been $565.1 million in FY2013-14, $576.0 million in FY2014-15, and $579.6 million in FY2015-16. This bill failed.

CS/SJR314 incorporated the "super homestead exemption" of HB1289 and in addition would limit the increase in the assessed value to commercial property from 10% to 7% and provide authority to the Legislature to limit assessment increases for property whose just value has decreased in the preceding year. This bill also failed.

POLICY

PASSED

Environmental Regulation – CS/CS/CS/CS/HB503 expands the eligibility for reduced or waived permit processing fees for those municipalities having a population of less than 25,000 and for necessary environmental projects.

Law Enforcement Telecommunicator Certification - CS/HB 1227 exempts sworn law enforcement officers from the public safety telecommunicator certification course provided the officer can pass the certification exam. The bill allows local governments to use sworn law enforcement officers as temporary public safety telecommunicators once they have passed the certification exam.

Financial Emergency - SB368 requires independent auditors of a local government to consider whether a fund balance deficit or net assets deficit exists. If a deficit exists and sufficient resources are not available, the auditor must notify each governing board member. Failure of the members of the governing body of a local government to resolve a state of financial emergency constitutes malfeasance and, as such, they may be subject to suspension from office.

Segways – CS/CS/CS/HB599 would allow local governments to regulate Segways on sidewalks. There have been an increasing number of accidents at various destinations as Segways tours operate on sidewalks or pedestrian areas and accidents resulting from same.

Transactions by Secondhand Dealers and Secondary Metal Recyclers – CS/CS/HB885 is an attempt to restrict the ability to sell stolen metal and copper. The bill not only increases the penalty for three or more violations to a second degree felony but also mandates that metal recyclers maintain and transmit a daily record of purchases to law enforcement and prohibits their purchase before 7:00 am or after 7:00 pm.

FAILED

Red Light Cameras - SB590 and HB33 and HB343 were joined and significantly amended in the Senate Transportation Committee to require local governments to use a nationally recognized formula for minimum traffic signal timing. The bills further implement standards for when a right turn on red violation can be issued and allows 30 days for a person receiving a red light camera violation to challenge the ticket for pay the $158 fine. These bills failed.

SB1542 and HB4177 which would have repealed the Red Light Camera program also failed.

Wireless Communications - A total of six bills were filed to prohibit the operation of a motor vehicle while using a wireless communications device. None of the House bills were heard in their first committee of reference and thus died. These include HB187 (prohibited cell phone use by persons under 18 years of age while driving), HB957 (required that driver improvement courses include an explanation of the dangers of using a handheld wireless device while driving), and HB299 (prohibited the operation of a motor vehicle while using a wireless communications device). Although SB416 (companion to HB299) and SB122 (companion to HB957) were considered by the Senate, the reluctance of the House of Representatives to agenda these bills assured their not passing.

Testimony at Public Meetings - CS/CS/CS/SB206 and CC/HB355 required local governments to provide members of the public with an opportunity to be heard on a proposition before the board or commission. There is an exemption for emergency situations or when a board or commission is acting in a quasi-judicial capacity. These bills died.

Reporting of Local Government Contracts - CS/CS/SB1626 and CS/HB1409 required that local governments report all executed contracts to a state contract tracking system. The concern was with the level of detail required and the cost to the local governments. These bills died.

Surplus Lines Insurance – HB245 would have made it easier for less regulated surplus line insurers to take policies out of Citizens Property Insurance Corporation. Following intense debate in both the Senate and House an amendment was adopted to the bill in the Senate requiring policyholders to "opt in" rather than being automatically switched.

Fausto Gomez

From: Evan Power
Sent: Tuesday, July 17, 2012 10:00 AM
To: Fausto Gomez; Manny Reyes
Subject: FW: Interim Report

Follow Up Flag: Follow up
Flag Status: Red

-----Original Message-----
From: Casey, Larry [mailto:Larry.Casey@myfloridahouse.gov]
Sent: Tuesday, July 17, 2012 12:24 AM
To: Epower@GomezBarker.com
Subject: FW: Interim Report

Begin Forwarded Message

From: Hager, Bill [mailto:Bill.Hager@myfloridahouse.gov]
Sent: Monday, May 07, 2012 3:59 PM
To: Dean.Cannon@myfloridahouse.gov; Will.Weatherford@myfloridahouse.gov; Mathew.Bahl@myfloridahouse.gov
Subject: Interim Report

Mr. Speaker,

The Following is a request I have for an Interim Report. As you are aware "Sober Homes" have become a big issue in Boca Raton. In the past Boca Raton has been involved in a court case with the Federal Government about this issue, but in the past few months newspaper articles have been written involving other cities. Before session I had planned on introducing legislation to clarify the law, but a consensus could not be reached. I hope that a study can give us the needed direction to make all parties comfortable moving forward.

Sincerely,

Bill Hager

SUMMARY

Municipalities are being adversely impacted by the proliferation of unregulated "Sober Homes" in single family residential neighborhoods. These are businesses housing an unlimited number of unrelated individuals who are recovering from drug and alcohol abuse. Because the Americas with Disabilities Act (ADA) classifies individuals suffering from substance abuse as handicapped, and a legal theory has emerged that they qualify as a "family" when living together in a supportive environment, Sober Homes currently operate without any adherence to local occupancy or other community standards. In fact, Sober Homes are not defined in Florida Statutes and their operators are not regulated or licensed.

BACKGROUND

Boca Raton, Delray Beach, Lake Park and other municipalities are experiencing a proliferation of "Sober Homes" as businesses buy properties in single family residential neighborhoods to house individuals who are recovering from drug and alcohol abuse. Individuals recovering from addiction are protected under the Americans with Disabilities Act (ADA) and that has led to a legal theory qualifying unrelated persons as "family" for purposes of living together in a supportive environment. This allows them to evade local

occupancy and other community standards.

The impact on municipalities is the deterioration of single family residential neighborhoods. Most Sober Home operators "house" from two to four adults per bedroom in addition to a "House Manager." In one example in Lake Park, a Sober Home owner proposed to house 12 unrelated adults in a four bedroom home along with a House Manager. Since residents of Sober Homes are supposed to work or be in school, this could have had led to 12 vehicles parked outside the home. Also of concern is the very dynamic of the neighborhood which results from introducing a transient population. Since resident of a Sober Home usually stay 3 months, the example above would generate 48 new residents per year. Invariably the neighboring families complain about too many residents, too many vehicles, and the resulting increase in noise, loitering, and trash.

Sober Houses are not defined in Florida Statutes and their operators are not regulated or licensed. Because of this, residents of Sober Homes may not receive the care and support for successfully maintaining their sobriety and this puts them in a vulnerable position. It is also believed that some facilities unlawfully provide treatment.

The Department of Children and Families facilitated a workgroup on Sober Houses last summer. Participants included the Florida League of Cities, The Florida Alcohol and Drug Abuse Association, individuals Mayors, and other stakeholders. City representatives voiced their concern about occupancy standards not being adhered to, clustering, the disturbances sometimes caused by recovering addicts, the changes to the residential character of the neighborhoods, and the taxing of public facilities and resources. The workgroup conducted a national survey of legislation and best practices with a focus on balancing the rights of addicts in recovery with the needs of residents of a community to preserve the character of their neighborhoods.

Legislation

Senator Bogdanoff filed SB 1026 to attempt to remedy this situation with proposed legislation that was a result of the efforts of key members of the workgroup. The legislation would not allow municipalities to ban Sober Homes, but simply defines them, establishes best practice standards for their operations, and requires that they adhere to local occupancy standards. The bill also exempts any community residential facilities or providers licensed by the state. The proposed bill does not mandate licensing or regulation, but simply provides a tool so that the state and local governments can protect Floridians as well as preserve the residential character of neighborhoods. After it was introduced several cities including Boaca Raton agreed with the concept but not how to establish this goal in statute. As a result no house bill was filed.

Project

Since the Department does not want to license and regulate these homes. We would like to request an Interim project in order to find out what options are available to this growing problem that is not just affecting more and more cities in South Florida but now moving to other parts of the state. As well as determining how any proposed language would fit under the ADA requirements.

Exhibit "B"

Town of Lake Park
Community Development Department

Nadia Di Tommaso, *Community Development Director*

Meeting Date: July 18, 2012
Staff Report Date: July 6, 2012

To: TOWN COMMISSION

Re: TEXT AMENDMENT - Amending the permitted use language in Section 78-75 (2)(C)(4) of the Town of Lake Park Code of Ordinances

Applicant: Community Learning Outreach Center, LLC
Location: **Campus Light Industrial and Commercial (CLIC) – Zoning District Text Amendment**

SUMMARY

The Applicant, Community Learning Outreach Center, LLC ("Applicant") is proposing to develop an educational facility on a parcel of property located within the CLIC zoning district. The Town of Lake Park Code of Ordinances (the Code), section 78-75(2)(c)(4) allows educational facilities and schools in the CLIC zoning district, but only along parcels which front the ultimate right-of-way of Park Avenue as extended. The Applicant met with staff to discuss an amendment to this section of the Code so that it may develop the property for its educational facility. The Applicant proposes a text amendment to this section of the Code as shown below (*proposed language is Bold and Underlined*) :

78-75 (2)(c)(4)

PROPOSED TEXT AMENDMENT.

c.

The following uses are permitted on parcels which front on the ultimate right-of-way of Park Avenue as extended:

4.

Educational facilities, **training centers**, and schools. **Permitted along parcels which front** the ultimate right-of-way of Watertower Road. Conditional use approval required by the **Town Commission.**

Staff reviewed the request to amend the permitted use language using the following criteria:

(1) Compatibility with underlying land use designation
(2) Economic impacts
(3) Compatibility with BioScience Research Protection Overlay

ANALYSIS:

The underlying land use designation remains the same for parcels fronting the ultimate right-of-way of Park Avenue as extended, as well as for parcels fronting Watertower Road as shown on the following excerpt from the Town of Lake Park Future Land Use Map. The dotted areas below represent the parcels fronting Park Avenue as extended, as well as Watertower Road:

The land use designation is Commercial/Light Industrial and the Future Land Use Element in the Town's Comprehensive Plan designates commercial uses as compatible with this land use. Furthermore, the Comprehensive plan also states that the permitted uses are those uses specifically outlined in the Town's Zoning Code.

The text amendment is also requesting that the proposed use be approved as a conditional use by the Town Commission. By providing for a conditional use stipulation, the educational facilities, training centers and schools would be subject to Town Commission approval with conditions that are specific to the project and are in the best interest of the Town. By definition, a *Conditional Use* is a use that is generally compatible with the other uses permitted in the district, but which requires individual review as to its location, design, configuration, intensity and/or density of use, buildings and structures, *and may require the imposition of conditions in order to ensure the appropriateness of the use at a particular location.* The conditional use review process can also include discussions on ad valorem taxes and preserving the existing tax base in order to abide by Policy 1.5 of the Town's Comprehensive Plan which states the Town shall encourage development and redevelopment activities which will substantially increase the tax base.

Staff engaged in several discussions with the Property Appraiser's Office. It seems charter schools are growing in demand given the recent funding mechanisms available and the overall community needs. Staff has been advised that a charter school, by simple classification, would be taxed based on its market value, similar to any other commercial property. Currently, the parcel lies vacant and is generating a total Market value of $ 1,219,244, generating $ 32,525 in ad valorem taxes. Depending on the market value after the Phase I and Phase II improvements, this amount can rise to approximately $50,000, if the new market value is approximately $ 1.7 million, to as much as $ 66,000 in taxes if the taxable value is approaching $ 2 million, or even $ 132,000 in taxes if the taxable value approaches $ 4 million (will vary slightly depending on the millage rate). The Property Appraiser's office explained that there are certain partial or full exemptions that are available to charter schools, although they must be applied for and if they are, a full exemption would mean the Town can only collect the non-Ad Valorem assessments: Garbage, Stormwater and Solid Waste Authroity of Palm Beach County. The non ad-valorem would be minimal and may range from $ 3,000 - $ 5,000 as determined by the municipality.

For the purposes of this request, the Applicant has agreed to a payment in lieu of taxes as well as a deed restriction, as a condition of approval for their Phase I site plan approval which is being presented as a separate item on this agenda. The Town will require a case-by-case review for applications proposing educational facilities which are tax-exempt.

Finally, the proposed site is also located within the BioScience Overlay, as noted in the hatched area on the zoning map above. This text amendment is directly linked to the BioScience Overlay as it is proposing to increase the available parcels for educational and training facility use. The BioScience Overlay was created on the basis of incorporating science, technology and engineering-related educational uses within the Overlay to promote BioScience. The proposal to increase the available land area for the creation of educational uses retains the intent of the Overlay and is consistent with the Interlocal Agreement between the Town, Palm Beach County and the other northern county municipalities which comprise the BioScience Land Protection Advisory Board (the Board). The Town presented the Applicant's proposed text amendment alongside the Phase I site plan application under separate cover to the Board on May 17,2012 and the Board voted unanimously to support the Applicant's proposal.

PLANNING & ZONING RECOMMENDATION: Approval based on a 5-0 vote at the July 2, 2012 meeting.

CONCLUSION: Staff recommends **APPROVAL** of the text amendment to Section 78-75(2)(c)(4).

Exhibit "C"

TOWN LAKE OF PARK
TOWN COMMISSION: July 18, 2012
Date Prepared: July 6, 2012

Prepared By: Nadia Di Tommaso
Community Development Director

PLAN DESCRIPTION: **Phase I Site Plan Review for Conditional Use Approval: My Choice Academy - Educational Facility and Training Center – Approved K-7 Charter School.**

APPLICANTS REQUEST: Community Learning Outreach Center, LLC ("Applicant") as the agent for Florida Public Utilities Company ("Owner") has submitted an application for a Phase I Site Plan consisting of 13,438 square feet of classrooms in portables for 242 students along with all required parking, small playground area, circulation, paving and drainage necessary to operate, per the Code requirements ("Project"). Phase II will be the final phase of the project and will be presented separately to the Boards for approval within 3 months following Phase I approval. Phase II approval will be required within 6 months of the Phase I approval date. Phase II will incorporate all main and accessory buildings, up to two-stories, for a total of roughly 53,000 square feet, along with the incorporation of all additional parking, landscaping, lighting and irrigation. Phase I classroom portables will be removed during Phase II and replaced with the necessary parking and landscaping as will be required as part of the Phase II review. A conceptual plan for Phase II is attached to the Phase I site plan package.

The Project is to be located on a 6.219 acre parcel (the Property) on the north side of Watertower Road, approximately 1,130 feet east of Congress Avenue ("Site" or "property") within the CLIC (Campus Light Industrial and Commercial) zoning district in the Town of Lake Park. Phase I of the Project will include the perimeter road, curb cuts, water and sewer, drainage, lighting, and landscaping and irrigation sufficient for the temporary classroom portables. Phase I will be concentrated on the east side of the Property, and on the north and west sides of the Property for parking and circulation purposes as depicted in the Phase I site plan for the Project.

STAFF RECOMMENDATION: APPROVAL subject to the conditions stated herein.

Planning & Zoning (P&Z) RECOMMENDATION: The P&Z voted 5-0 for a recommendation of approval with conditions at their July 2 meeting. The P&Z discussion ensued with comments pertaining to traffic circulation; signage; school curriculum; busing; and cross guard requirements. The Board members suggested that adequate documentation be submitted in order to ensure that a minimum of 50% of the students will be bused in Phase I to meet the condition. In addition, there was a safety concern with the double-access surrounding the roundabout on the northeast corner of the site. The Applicant explained this was a Fire requirement. There was additional mention on San Marco Villas and the increased number of students from this development that would frequent the school. The Board suggested that a crossing guard be located along Watertower Road and Congress Avenue. The Applicant explained that their school approval will require the implementation of all necessary cross guards based on the most utilized intersections. The Board also confirmed with the Applicant not needing the loading/unloading space for Phase I due to the lack of cafeteria and related uses in Phase I. Instead, the Applicant will have a food program for Phase I which is administered by the School District. The Board also asked about the proposed curriculum and the Applicant explained that it will be a CORE knowledge that is STEM based (Science/Technology/Engineering/Mathematics), which is similar to Scripps. The Applicant further explained that Phase I would have an 18:1 student teacher ratio and that Phase II will include additional uses. The first three years would be K-5 and the following years K-7. Finally, the Board did suggest that some form of permanent identification sign be proposed as part of Phase I and the Applicant included this detail in their resubmittal package.

BACKGROUND INFORMATION:

Applicant(s):	Community Learning Outreach Center, LLC
Owner:	Florida Public Utilities Company
Address of Location:	North side of Watertower Road, approximately 1,130 feet east of Congress Avenue
Lot Size:	6.219 acre site
Zoning and Land Use:	CLIC / Commercial-Light Industrial / Bio-Science Overlay

Adjacent Zoning

North:	Commercial-4
South:	CLIC (Campus Light Industrial and Commercial)
East:	CLIC (Campus Light Industrial and Commercial)
West:	CLIC (Campus Light Industrial and Commercial)

Adjacent Land Uses

North:	Commercial/Light Industrial
South:	Commercial/Light Industrial
East:	Commercial/Light Industrial
West:	Commercial/Light Industrial

HISTORY

Approximately three years ago, the Applicant approached the Town with the idea of integrating an educational facility upon the Property which is in the CLIC Zoning District. At the time, the Applicant, Community Learning Outreach Center, LLC (CLOC) proposed a curriculum geared towards science, math and engineering enrichment. CLOC originally proposed to develop its school on a parcel of property located just south of the currently proposed subject site. The originally proposed site, which was intended to be located along the Park Avenue Road as extended, is also within the CLIC zoning district, and has a Commercial/Light Industrial future land use designation under the Town's Comprehensive Plan. CLOC projects that approximately 31% of children that will attend its school will be residents of the Town of Lake Park. At the time, the Town Commission also welcomed the proposal and granted support for the project through Resolution 02-01-11, which is also included in the site plan package. Since 2009, CLOC has been working toward becoming a Charter School with an approved curriculum that has an emphasis on Science, Technology, Engineering and Mathematics for students K-7, also included in the site plan package.

Earlier this year, the Applicant informed staff that it would be submitting an application for a site plan for the Charter School. The Applicant noted that it would be proposing a different location,

just north of the originally proposed site. While retaining the same land use designation and zoning district classification, the Applicant is now in need of a text amendment to the CLIC zoning district to extend the already permitted educational facilities and schools in the CLIC, but along Watertower Road as well. The property appraiser's office confirmed through its recent applications that Charter Schools are growing in demand given the recent funding mechanisms available to them and the overall community needs. Staff has been advised that a Charter School, by simple classification, would be taxed based on its Market Value, similar to any other commercial property. Currently, the parcel lies vacant and has a total Market Value of $ 1,219,244, generating $ 32,525 in ad valorem taxes. Depending on the Market Value after the Phase I and Phase II improvements, this amount can raise to approximately $50,000 if the new Market Value is approximately $ 1.7 million to as much as $ 66,000 in taxes if the taxable value is approaching $ 2 million, or even $ 132,000 in taxes if the taxable value approaches $ 4 million (will vary slightly depending on the millage rate). The Property Appraiser's office explained that there are certain partial or full exemptions that are available to Charter Schools, although they must be applied for and if they are, a full exemption would mean the Town can only collect the Non-Ad Valorem assessments: Garbage, Stormwater and Solid Waste Authority of Palm Beach County. The non ad-valorem would be minimal and may range from $ 3,000 - $ 5,000 as determined by the municipality. Although the Applicant (CLOC), as Landlord, cannot by law preclude the Charter School from applying for exemption from ad valorem taxes based on Florida Statute 196.1983 (*as noted in the Applicant's letter dated July 5, 2012*), the Applicant is proposing that if the Charter School does apply and receive Charter School exemption for ad valorem taxes, the Applicant will pay a fee in lieu of taxes to the Town of Lake Park in the full amount of the ad valorem tax exemption. In addition, the Applicant further proposes to impose a deed restriction on the property to stipulate that this payment in lieu of taxes will be required to be paid by any new owner in the event CLOC sells the facility and the Charter School portion continues to operate and receives ad valorem tax exemption (*refer to condition of approval #15*). These terms have been reviewed and accepted by the Town Attorney.

The text amendment application is a separate item on this agenda and proposes a "conditional use" mechanism whereby all educational facilities, training centers and schools that are applied for must receive Town Commission approval. The Future Land Use Element of the Town's Comprehensive Plan aims towards protecting the Town's tax base through Policy 1.5 which states:

Policy 1.5: The Town shall encourage development and redevelopment activities which will substantially increase the tax base (...).

Public school applications are perceived as contrary to this provision. A conditional use is appropriate as it may require the imposition of conditions in order to ensure the appropriateness of the use at a particular location.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The Project is consistent with the Town's Comprehensive Plan. The Project is consistent with the following Policies of the Comprehensive Plan:

Future Land Use Element

Objective 1: *Future growth and development shall be managed through the Future Land Use Map and Comprehensive Plan, as implemented by land development regulations which: (3) encourage redevelopment, renewal or renovation, that maintains or improves existing neighborhoods and commercial areas; (5) discourage the proliferation of urban sprawl whereby uses of land shall be consistent with the designations shown on the Future Land Use Map (FLUM). The Comprehensive Plan also aims to ensure safe and convenient traffic flow and vehicular parking needs.*

The land use designation of the Property is Commercial and Light Industrial. The Comprehensive Plan defines this land use designation as the following:

> Commercial and Light Industrial – Lands and structures devoted to (…), commercial, (…) uses that are supportive of workers in the area such as convenience stores and restaurants and that can be carried on unobtrusively, with a maximum F.A.R. of 2.0. Specific uses are delineated in the Town of Lake Park Zoning Code.

Currently, the Town's Zoning Code allows educational facilities and schools within the Campus Light Industrial and Commercial zoning district, along the ultimate right of way of Park Avenue as extended. The text amendment application is under separate cover and is requesting that this use be extended within the same zoning category to the Watertower Road as well. This Phase I site plan application for conditional use is contingent on the approval of the text amendment.

Policy 1.1 of Objective 1 in the Town's Comprehensive Plan also requires that land development regulations, *"Ensure safe and convenient onsite traffic flow and vehicle parking needs"*. The application achieves this in providing the following:

The Phase I Site Plan for conditional use, per Section 78-142 of the Town of Lake Park Code of Ordinances, requires one (1) parking space per classroom; one (1) parking space per employee at maximum shift; and five (5) spaces per 1,000 square feet of office/administrative space. The proposal incorporates 15 classrooms, 20 employees at maximum shift and 1,400 square feet of office space, thereby requiring a minimum of 42 parking spaces for Phase I, inclusive of a minimum of 2 handicap spaces. Bus loading/unloading is also illustrated on the plans. Large deliveries are not applicable to Phase I. Cafeteria uses and other uses requiring large delivery trucks will need to meet the loading/unloading requirement for Phase II once submitted.

Objective 2 Policy 2.1: *The owner of any site shall be responsible for the on-site management of stormwater runoff in a manner so that post-development runoff rates, volumes and pollutant loads do not exceed those prescribed by the South Florida Water Management District ("District").*

The Application is consistent with Policy 2.1. The Application has been reviewed by the Town Engineer, and is found to be in compliance with the stormwater requirements. Phase I is exempt from the requirements of the District. A Phase II Water Management Statement is already under review for the approximate 53,000 square feet of interior space, with a building footprint of 28,772 square feet, which is anticipated for Phase II and will be reviewed and presented to the Boards within 3 months of the final approval for Phase I.

Objective 3. *All development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet level of service standards are available concurrent with the impacts of the development.*

The Application will be conditioned to receive all necessary agency permits in order to be consistent with the Policy prior to the issuance of the building permit. A Phase I traffic analysis for the 13,438 square feet of classroom portables has been reviewed and accepted by the Town Engineer. Ms. Troutman P.E., of Pinder Troutman Consulting, Inc. provided a traffic analysis and ascertained that the Phase I proposal will satisfy traffic concurrency standards for 202 students, subject to the following conditions for Phase I:

a. Two traffic control officers in the morning and evening peak hours for the facility. One officer shall be posted at each of the two driveways to direct traffic into the driveways and stop traffic as necessary on Watertower Road to allow vehicles to enter and exit the site. It is important to note that Watertower Road is already a 35 mile per hour road, and although there is much truck traffic along this road, it is anticipated, based on the worst case scenario that has already been reviewed by Palm Beach County, that it could meet the extended capacity as long as the stacking is kept predominantly internal to the site.
b. The facility shall require that 50 % of the enrolled students ride the school buses. School buses shall enter and leave the site at the western driveway. The Applicant will mandate that at least 50% will be riding the bus and documentation will be provided to the Town for monitoring purposes.
c. The facility shall require that all parents arriving from the west (Congress Avenue), enter the western driveway and exit from the eastern driveway after dropping off their students. Parents arriving at the facility from the east shall be required to enter the eastern driveway and exit the eastern driveway after

dropping off their students. The Traffic Control Officer shall direct these operations.

d. A traffic monitoring study will be conducted within two months for monitoring purposes, after the facility opens, to observe driveway volumes, queuing and delays on the Watertower Road in the morning and evening peak hour. Also, the study will need to include observations of any conflicts between buses and vehicles. The option was presented to the Town whereby left turn lanes may be required of the Applicant if the Town determines vehicle congestion and delays, although the Applicant is moving forward with designing and permitting the turn lanes even though this would not be a requirement until Phase II.

Phase II of the project, which is anticipated to propose a building footprint of 28,772 square feet and a total of approximately 53,000 square feet of educational facility space and ancillary uses for approximately 418 students, has already been submitted to the Palm Beach County (PBC) Traffic Division. In reviewing an overall project, PBC always anticipates a worst case scenario. Consequently, a PBC traffic comment letter was issued for 418 students with certain comments as they will relate to Phase II (*Phase I is limited to 202 students based on the analysis and will meet the criteria above to satisfy concurrency*). These include:

a. Provide a maximum number of students attending the adult night school. The maximum attendance must be used for determination of the site PM peak hour trip generation. We also suggest ITE private school PM peak hour rate (i.e. 0.90/student) for determination of PM peak hour trip generation. Applicant Response: *The adult night school use will only be incorporated in Phase II and the trip generation has been used for Phase II.*

b. Provide a description of potential improvements currently planned (if any) for Water Tower Road, between Congress Avenue and Old Dixie Highway. Applicant Response: *There will be a need for left turn lands on Water Tower Road for Phase II given the heightened impacts of increased enrollment and additional uses. The Applicant has decided to move forward with the design and permitting for the left turn lanes on Watertower Road as part of Phase I. Phase I, Plan 101T also delineates sign and crosswalk demarcations necessary for Phase I.*

c. Provide a schematic figure of the internal site circulation, illustrating the drop-off/pick-up locations, vehicle and bus flow directions and the vehicle queuing areas. Applicant Response: *Phase I, Plan 101T already accomplishes this requirement.*

d. Revise the project traffic distribution on Watertower Road to 75% west (towards Congress Avenue) and 25% east (towards Old Dixie Highway); Change project traffic assignment on Congress Avenue to 40% and 35%, north and south of Watertower Road, respectively. Also change project traffic assignment on Old Dixie Highway to 15% and

10%, north and south of Watertower Road, respectively. Revise other assignments accordingly. Applicant Response: *Ms. Troutman is working with Palm Beach County regarding this provision to satisfy Phase II of the project. Will be required for Phase II site plan approval. See attached letter dated 6/28/12 from Andrea Troutman P.E.*

Phase I complies with Traffic concurrency standards and Phase II will require official confirmation from Palm Beach County in satisfaction of the comments above.

Stormwater requirements have already been reviewed and signed off by the Town Engineer for Phase I.

Objective 5: *As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.*

Policy 5.4 *Utilize such techniques as distance requirements, buffering, landscaping, lower-intensity development, and scale-down requirements to provide appropriate transitions between uses and districts of different intensities, densities, and functions.*

The Applicant is proposing Phase I approval of 13,438 square feet of portable classrooms and administrative office. Phase II approval will be required within 6 months of the Phase I approval date, and will propose the permanent construction of the site as mentioned above. The proposed location is on the north side of Watertower Road, approximately 1,130 feet east of Congress Avenue, within the CLIC zoning district. The proposed educational facility and training center will be considerate to the surrounding neighborhoods as it is proposed to serve over 31% of Lake Park residents while being located in a commercial zone.

Phase I will be incorporating the required south, west and north perimeter landscape buffers, as well as the required parking islands. Phase II will incorporate all additional code required landscaping. The entire property will be fenced in Phase I to ensure safety and security.

Objective 8, Policy 8.1: *Encourages uses within the BioScience Research Protection Overlay (BRPO) that include science/biotechnology research and educational uses and their supporting office uses (...).*

The Property is located within the BioScience Research Protection Overlay (BRPO). The Project was presented to the BioScience Land Protection Advisory Board on May 17, 2012 and unanimous approval was granted on the appropriateness of the proposed use.

PROJECT DETAILS:

Building Site: The Property is located in the Campus Light Industrial (CLIC) Zoning District and has a commercial/light industrial future land use designation pursuant to the Town's Comprehensive Plan. This zoning and future land use designation is suitable for the proposal of an educational facility and is contingent on the approval of a text amendment extending the use along Watertower Road, while making it a conditional use requiring Town Commission approval. In sum, educational facilities and schools are already permitted in a certain section of the CLIC zoning district. The Applicant proposes a text amendment to allow "educational facilities and training centers" in the CLIC along "Watertower Road" as well. Approval of Phase I will be contingent on the approval of the text amendment as noted in the conditions of approval below. Section 78-141 of the Code allows temporary structures while a permanent structure is being constructed. The Florida Building Code also allows the Building Official to issue permits for temporary structures in 6 month increments as long as the temporary structures are tied down to withstand the adequate wind controls. The Building Official confirms that the proposed classroom portables will meet the Florida Building Code, which requires tie downs that can withstand a minimum of 180 miles per hour winds. Accessibility as shown on the plans is also a requirement. Temporary structures by title are not meant to replace permanent buildings. Phase I will be conditioned to a 12 month timeframe, while Phase II will be conditioned to apply for site plan approval within 3 months and receive site plan approval within 6 months. Conditions are found below.

Site Access: Site access will be off of Watertower. The circulation plan 101T clearly sets forth certain conditions for pick-up and drop-off. The Phase II site plan will incorporate special conditions for construction-related activity.

Traffic: This application is phased. Palm Beach County (PBC) Traffic only issues final traffic concurrency letters based on the worst case scenario which in this case is Phase II. Phase I, as proposed, satisfies traffic concurrency standards per Ms. Troutman's letters dated June 14, 2012 and June 28, 2012, with the applicable conditions of approval mentioned in Objective 3 above and listed below. Phase II approval will require final confirmation from PBC.

Landscaping: The Applicant meets the standards necessary in the Code for Phase I. The south, west and north perimeter buffers have been included in Phase I, as well as the interior parking island requirements. Phase II is conditioned and will need to meet all remaining standards.

Drainage: The Applicant has provided conceptual engineering to the Town, and has been notified that prior to the issuance of a building permit, the Applicant must provide copies of all required agency permits, including, but not limited to, permits from the South Florida Water Management District, as is listed as a condition of approval. The Town's Engineer for this Project has reviewed and approved all engineering plans pursuant to Town Code and Florida Building Code requirements for Phase I.

Parking: The Project meets the Code's parking requirements. The Phase I Site Plan, per Section 78-142 of the Town of Lake Park Code of Ordinances, requires one (1) parking space per classroom; one (1) parking space per employee at maximum shift; and five (5) spaces per 1,000 square feet of office/administrative space. The proposal incorporates 15 classrooms, 20 employees at maximum shift and 1,400 square feet of office space, thereby requiring a minimum of 42 parking spaces for Phase I, inclusive of a minimum of 2 handicap spaces. Bus loading/unloading is also illustrated on the plans. Large deliveries are not applicable to Phase I. Cafeteria uses and other uses requiring large delivery trucks will need to meet the loading/unloading requirement for Phase II once submitted.

Signage: Site Circulation and School Zone signage meets the requirements per Plan 101T. The Applicant is also proposing a wall sign for Phase I which is included in the details and meets the Town code requirements.

Zoning: The Property is located within the Campus Light Industrial and Commercial (CLIC) zoning district. This approval is contingent on the approval of the text amendment mentioned above.

Water/Sewer: The Town's consulting Engineer has reviewed the Application and has determined that there is sufficient capacity to meet the levels of service for potable water and wastewater treatment as required by the Town's Comprehensive Plan.

Design: Phase I Site Plan consists of 13,438 square feet of classroom portables and office space, along with all required parking, small playground area, circulation, paving and drainage necessary to operate, per the Code requirements. Phase II will be the final phase of the project and will be presented separately to the Boards for approval within 3 months following Phase I approval. Phase II approval will be required within 6 months of the Phase I approval date. This is a condition of approval listed below. Phase II will incorporate all main and accessory buildings for a total of roughly 53,000 square feet of facility space, along with the incorporation of all additional parking, landscaping, lighting and irrigation and required architectural standards to meet all the code requirements for Phase II. Phase I classroom portables will be removed during Phase II and replaced with the necessary parking and landscaping as will be required as part of the Phase II review. A conceptual plan for Phase II is attached to the Phase I site plan package.

Fire: Palm Beach County Fire Rescue has reviewed the plans and does not have any outstanding issues for Phase I. They will review Phase II plans when they are applied for under the timelines prescribed in the conditions of approval. Applicant slightly modified parent automobile turnaround in the northeast corner to meet Fire truck turning and maneuvering requirements per Fire's request. Additionally, the Applicant modified an 8'-0" gap between modular classrooms #9 and #10 for require Fire department access.

STAFF COMMENTS:

Staff recommends **APPROVAL** of the Phase I Site Plan for conditional use, subject to the following conditions:

1. Construction activities are permitted on site only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. Construction is not permitted on holidays or Sunday.

2. In the event the proposed construction will interfere with with the normal traffic patterns along Watertower Road, the Applicant must obtain written approvals from the Town's Public Works and Community Development Directors prior to construction.

3. In the event the proposed construction will disrupt or interfere with any of the entrance/exit and parking areas along Watertower Road, or the daily operation of neighboring businesses, the Applicant must obtain the written approval of the Community Development Director (the Director).

4. The landscaping installed in accordance with the approved landscaping plan, shall be properly maintained by the Applicant. The Applicant shall guarantee all new landscape material installed on the subject property for a minimum of three months from the date of the issuance of the first Certificate of Occupancy issued by the Town. It shall be the responsibility of the Owner to replace any and all dead or dying landscape material at any time the Director determines the landscaping is not in compliance with this condition or the approved landscaping plans.

5. All landscaping shall be maintained at 48 inches around the entire perimeter of the site.

6. The Applicant shall ensure that any and all contractors use commonly accepted practices to reduce airborne dust and particulates during the construction phase.

7. All dumpsters shall be enclosed as noted on the Site Plan and enclosure doors kept shut at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town of Lake Park.

8. Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations on site are in accordance with the approved landscape plans.

9. Prior to the issuance of any building permit, copies of all other required permits from other agencies including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection shall be provided to the Town by the Applicant.

10. Together with the submission of a Phase II site plan, the Applicant shall provide the Town with documentation from the Palm Beach County Traffic Engineering Division that the Phase II proposal satisfies the County's Traffic Performance Standards ("TPS") and meets all traffic concurrency requirements.

11. The student population of the educational facility during Phase I shall not exceed 202 students and requires:

a. Two traffic control officers shall be posted in the morning and evening peak hours to assist in the regulation of ingress and egress to the educational facility. One officer shall be posted at each of the two driveways to direct traffic into the driveways and stop traffic as necessary on Watertower Road to allow vehicles to enter and exit the subject property.

b. The educational facility shall provide school buses or other vehicles for 50%, or 101 students, whichever is greater of the enrolled students. The Applicant shall submit documentation which demonstrates compliance with this condition to the Town on a monthly basis.

c. School buses shall enter and leave the subject property at the western driveway.

d. The facility shall require that all parents arriving from the west (Congress Avenue), enter the western driveway and exit from the eastern driveway after dropping off their students. Parents arriving at the facility from the east shall be required to enter the eastern driveway and exit the eastern driveway after dropping off their students. The Traffic Control Officer shall direct traffic consistent with these operations.

e. The Applicant shall conduct a traffic monitoring study within two months of the opening of the educational facility. The traffic monitoring study shall measure data, including, the volume of traffic entering and exiting the eastern and western driveways; queuing and delays on Watertower Road in the morning and evening peak hour; and the documentation of any conflicts between buses and vehicles.

12. Phase II approval must be submitted no later than 3 months following the approval date of Phase I and must be approved no later than 6 months following the approval of Phase I.

13. The Applicant shall cease operating the educational facility and shall remove all classroom portables on or before July 1, 2013. No extensions are permitted.

14. Phase I site plan is contingent on the approval of the zoning text amendment to permit an educational facility within the CLIC zoning district along Watertower Road.

15. If the educational facility applies for a tax exemption, the Applicant shall pay to the Town a fee which is equivalent to the ad valorem taxes for the subject property for so long as the Applicant operates an educational facility on the subject property. The Applicant shall record a deed restriction on the subject property to require this payment by any subsequent operator of an educational facility.

16. The Applicant shall provide a crossing guard at the intersection of Watertower Road and Congress Avenue.

17. The Phase I educational facility and training center shall be constructed in compliance with the following plans on file with the Town's Community Development Department:

a. Phase I Site Plan, Site Traffic Circulation/School Zone Plan, and Site Details referenced as sheet 101, 101T, and 102 respectively, prepared by Stuart H. Cunningham P.E. of Ahrens Companies, who is the planner, designer and engineer of record; signed and sealed 07-10-2012 and received and dated by the Department of Community Development on 07-11-2012.
b. Survey dated 04-26-2012 prepared by David C. Lidberg of Lidberg Land Surveying, Inc., surveyor of record, received and dated by the Community Development Department 07-11-2012.
c. Engineering Plans, referenced as sheets 103, 104, 105, and 107 prepared by Stuart H. Cunningham P.E. of Ahrens Companies, signed and sealed 07-10-2012 and received and dated by the Department of Community Development on 07-11-2012.
d. Landscape and Irrigation plans referenced as sheets 201 and 202 prepared by William A. Flint III of Ahrens Companies, who is the landscape architect of record received and dated by the Department of Community Development on 07-11-2012.
e. Photometric plan referenced as sheet 112, prepared by Xuan Chen P.E. of Ahrens Companies, signed and sealed 07-10-2012 and received and dated by the Department of Community Development on 07-11-2012.

18. Any revisions to the approved Phase I Site Plan, landscape plan, signs, statement of use, or other detail submitted as part of the Application, shall be submitted to the Community Development Department and shall be subject to its review and approval.

19. Cost Recovery. The Town shall be reimbursed for all fees and costs, including legal fees it incurs from its professionals reviewing the Application and the preparation of the Development Order in accordance with the Town Code.

Exhibit "D"

COMMUNITY LEARNING OUTREACH CENTER

PROPOSED SITE PLAN RE-SUBMITTAL

COMMUNITY FACILITY - PHASE I

WATERTOWER ROAD
LAKE PARK, FLORIDA 33403

SITE LOCATION MAP

LOCATION MAP (NTS)

LIST OF CONSULTANTS

PROPERTY OWNER:	FLORIDA PUBLIC UTILITIES COMPANY 401 S. DIXIE HWY. WEST PALM BEACH, FL 33401 (561) 313-8914
APPLICANT:	COMMUNITY LEARNING OUTREACH CENTER LLC VINCENT KENDRICK 1917 SILVERBEACH ROAD RIVIERA BEACH, FL 33404 (561) 315-4899
AGENT:	AHRENS COMPANIES CBC-60876 1461 KINETIC ROAD LAKE PARK, FL 33403 (561) 863-9004
SURVEYOR:	LIDBERG LAND SURVEYING, INC. DAVID C. LIDBERG 675 WEST INDIANTOWN ROAD SUITE 200 JUPITER, FL 33458 (561) 746-5434 LICENSE # 3613
CIVIL ENGINEER:	CUNNINGHAM & DURRANCE CONSULTING ENGINEERS, INC. 400 EXECUTIVE CENTER DRIVE SUITE #108 WEST PALM BEACH, FL 33401 (561) 689-5455 CB 4502
LANDSCAPE ARCHITECT:	WILLIAM A. FLINT, LANDSCAPE ARCHITECT 1950 SW PALM CITY ROAD - SUITE 5-302 STUART, FLORIDA 34994 (772) 220-0424 FLORIDA REGISTRATION # 941
STRUCTURAL ENGINEER:	XUAN CHEN, P.E. 1461 KINETIC ROAD LAKE PARK, FL 33403 (561) 863-9004 FLORIDA REGISTRATION # 55876
ELECTRICAL ENGINEER:	MARIO FERNANDEZ P.E. 5082 CANTEEN COURT OVIEDO, FLORIDA 32765 (407) 542-3865 STATE LICENSE # 37266
LIGHTING CONSULTANT:	ARIAS LIGHTING GROUP, INC. JULIO ARIAS 6901 OKEECHOBEE BLVD. SUITE # 1-12 WEST PALM BEACH, FL 33411 (561) 718-5047

INDEX OF DRAWINGS

T-1	TITLE SHEET
	SURVEY
101	SITE PLAN
△101T	SITE TRAFFIC CIRCULATION/SCHOOL ZONE PLAN
102	SITE DETAILS
103	PAVING, GRADING, & DRAINAGE PLAN
△104	PAVING, GRADING, & DRAINAGE DETAILS
△105	PAVING, GRADING, & DRAINAGE DETAILS
106	(PART OF COMPLETE ENGINEERING SUBMITTAL PACKAGE)
107	WATER & SEWER UTILITY PLAN
108	(PART OF COMPLETE ENGINEERING SUBMITTAL PACKAGE)
109	(PART OF COMPLETE ENGINEERING SUBMITTAL PACKAGE)
110	(PART OF COMPLETE ENGINEERING SUBMITTAL PACKAGE)
111	(PART OF COMPLETE ENGINEERING SUBMITTAL PACKAGE)
112	SITE PHOTOMETRICS PLAN
201	LANDSCAPE / IRRIGATION PLAN
202	LANDSCAPE NOTES, DETAILS

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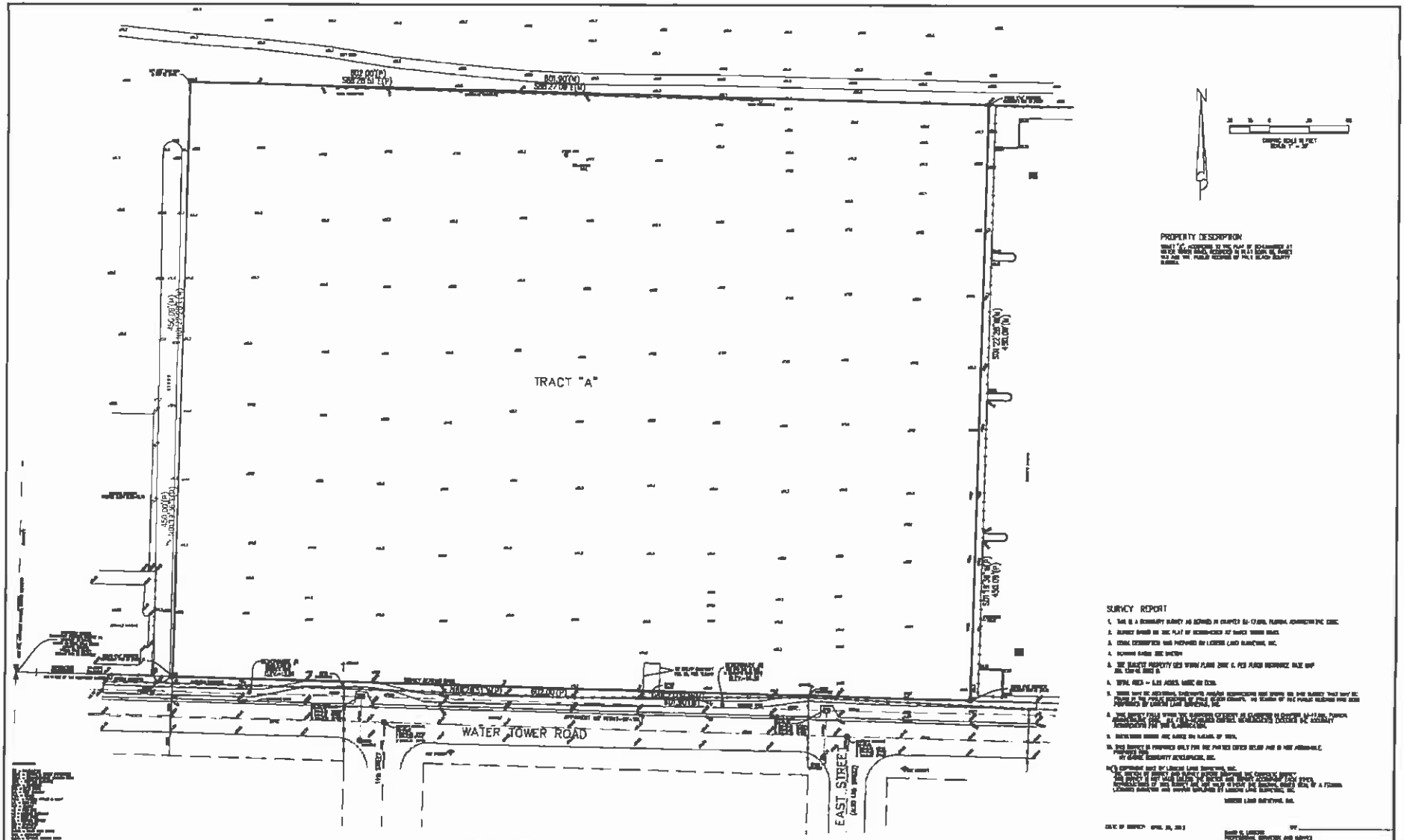
AHRENS COMPANIES
DESIGN/BUILD · GENERAL CONSTRUCTION

PROPOSED COMMUNITY FACILITY - PHASE I
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK, FL 33403

T-1



PROPERTY DESCRIPTION

SURVEY REPORT

LIDBERG LAND SURVEYING, INC.

BOUNDARY SURVEY
TRACT A, WATER TOWER ROAD
PREPARED FOR:
MY CHOICE COMMUNITY DEVELOPMENT, INC.

SITE DATA

PROJECT NAME: COMMUNITY LEARNING OUTREACH CENTER
OWNER/DEVELOPER: COMMUNITY LEARNING OUTREACH CENTER, LLC
PARCEL ID #: 38-43-42-29-38-001-0000
ZONING: CLIC
FUTURE LAND USE: EDUCATIONAL
FLOOD ZONE: C
CONSTRUCTION TYPE, PHASE 1 = II B
WIND ZONE: 130 MPH VELOCITY ULTIMATE
MAXIMUM LOT COVERAGE: 50% PERMITTED
33% PROPOSED = O.K.
MAXIMUM BUILDING HEIGHT: (4) STORIES PERMITTED
(1) STORIES PROPOSED = O.K.
(ACTUAL TRAILER HT. = 11'-0" MAX.)

DESCRIPTION

TRACT "A", ASSEMBLY 38 THE PLAT OF NOAH ACRES AT WATER TOWER ROAD, RECORDED IN PLAT BOOK 80, PAGES 163 & 164, PUBLIC RECORDS OF PALM BEACH COUNTY, FL

SITE AREA - PHASE I	SQFT.	ACRES	%
TOTAL SITE	= 214,617.3 S.F. =	4.870 AC =	100.0 %
IMPERVIOUS AREA			
PAVEMENT	= 134,158.8 S.F. =	3.081 AC =	62.5 %
BUILDING (GROSS FLOOR AREA)	= 43,573.1 S.F. =	1.000 AC =	20.3 %
TRAILER	= 28,253.3 S.F. =	0.649 AC =	13.2 %
CURBS	= 1,308.2 S.F. =	0.030 AC =	0.6 %
SIDEWALKS	= 7,618.6 S.F. =	0.175 AC =	3.6 %
TOTAL IMPERVIOUS	= 214,912.1 S.F. =	4.935 AC =	100.2 %
PERVIOUS AREA			
OPEN AREA	= 179,703.9 S.F. =	4.126 AC =	83.7 %
RETENTION AREA	= 34,913.4 S.F. =	0.801 AC =	16.3 %
TOTAL PERVIOUS	= 214,617.3 S.F. =	4.927 AC =	100.0 %

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	25'-0" MIN.	25'-0"
REAR (NORTH)	25'-0" MIN.	25'-0"
SIDE (EAST/WEST)	15'-0" MIN.	15'-0"

LANDSCAPE BUFFERS	REQUIRED	PROVIDED
FRONT (SOUTH)	15'-0" MIN.	15'-0"
REAR (NORTH)	5'-0" MIN.	5'-0"
SIDE (EAST/WEST)	5'-0" MIN.	5'-0"

PARKING CALCULATIONS (PHASE I ONLY)

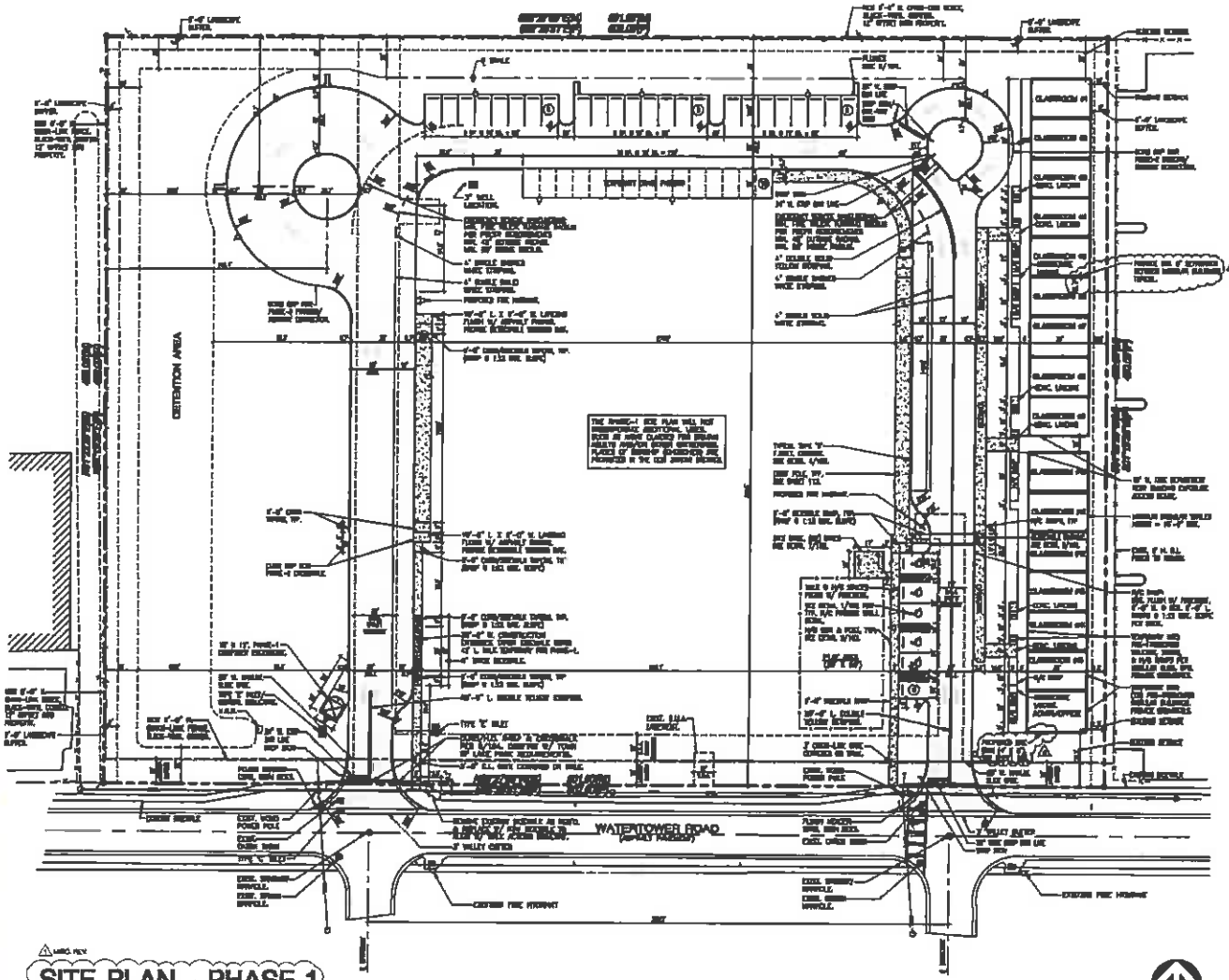
DESIGN CRITERIA:
A. (1) SPACE PER CLASSROOM
B. (1) SPACE PER EMPLOYEE FOR GREATEST SHIFT.
C. (1) SPACE PER 1,000 S.F. OFFICE (ADMIN.)

	REQUIRED	PROVIDED
A. (15) CLASSROOMS =	15	15
B. (20) EMPLOYEES =	20	20
C. 1,400 S.F. OFFICES (1,400/1,000 X 5)	7	11
	42	46

TOTAL REQUIRED = 42 SPACES

TOTAL PROVIDED = 46 SPACES
REGULAR SPACES = 41
H/C SPACES = 5
TOTAL PROVIDED = 46

LOCATION MAP (N.T.S.)



SITE PLAN - PHASE 1

SCALE: 1" = 30'-0"

CIVIL ENGINEER: CUNNINGHAM & QUIRAMCE CONSULTING ENGINEERS, INC. 400 EXECUTIVE CENTER DRIVE SUITE #108 WEST PALM BEACH, FL 33401 PH: 561-689-3455 FAX: 689-4502

AHRENS COMPANIES
DESIGN/BUILD - GENERAL CONTRACTING
OFFICE: (561) 863-7004 1401 6TH AVE SOUTH, LAKE PARK, FL 33403

PROPOSED COMMUNITY FACILITY - PHASE I
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK, FL 33403

DATE: 04-08-13
SCALE: 1" = 30'-0"
DRAWN: 12-0000
SHEET: 101

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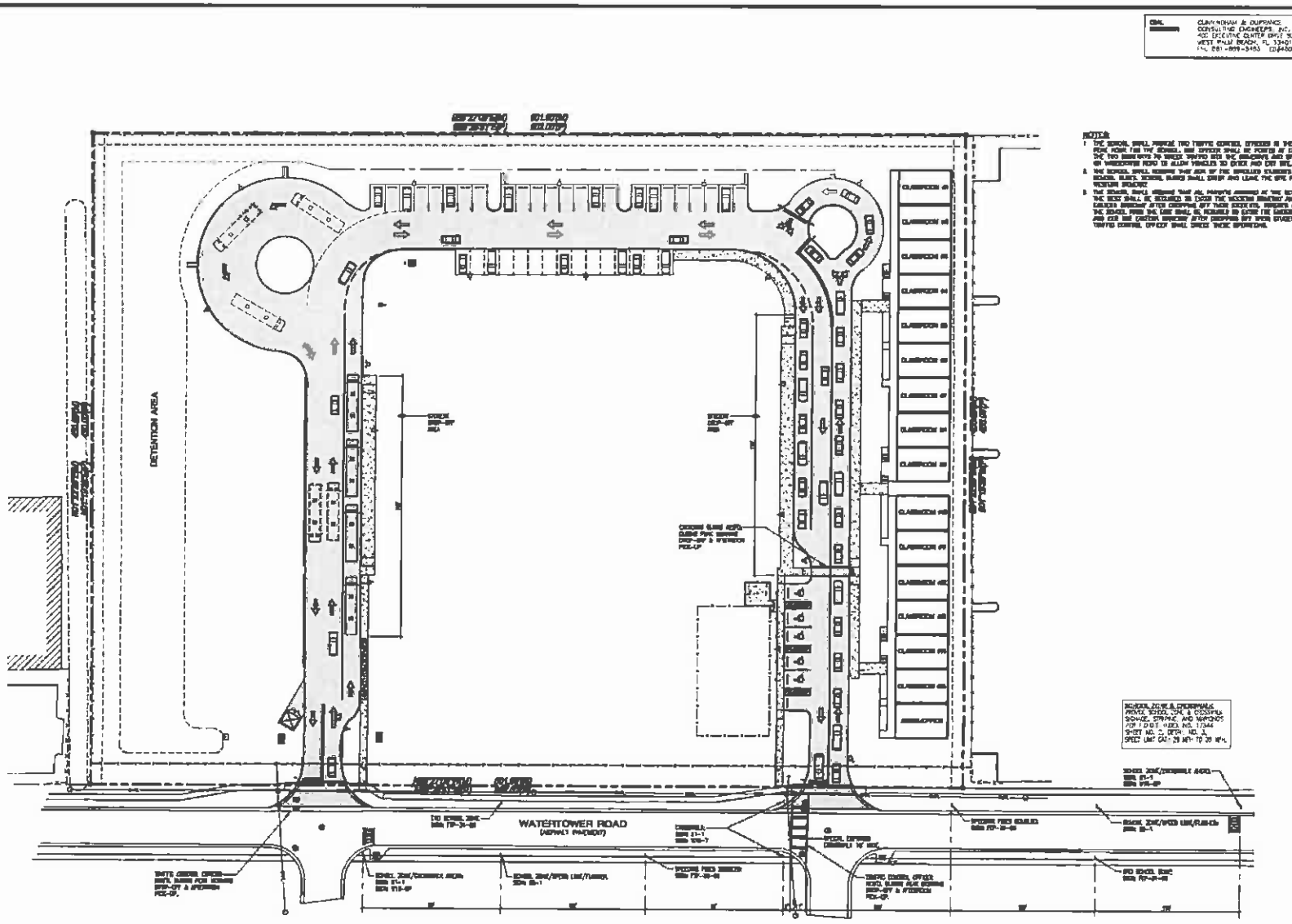

SITE TRAFFIC CIRCULATION PLAN / SCHOOL ZONE SIGN PLAN - PHASE 1

PROPOSED COMMUNITY FACILITY - PHASE I

COMMUNITY LEARNING OUTREACH CENTER

WATERTOWER ROAD
LAKE PARK, FL 33403

AHRENS COMPANIES
DESIGN/BUILD • GENERAL CONTRACTING

101T

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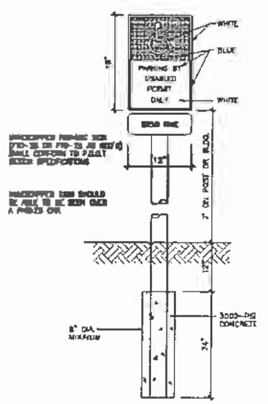
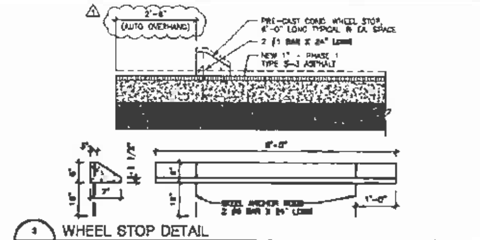
GENERAL NOTES:

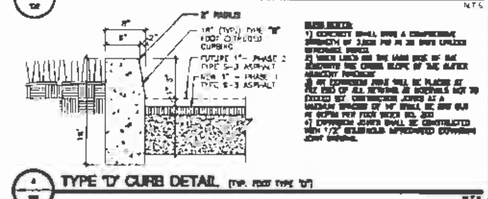
1. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE TOWN OF LAKE PARK, FL STANDARDS AND SPECIFICATIONS.
2. ALL DISTURBED AREAS NOT COVERED BY CONSTRUCTION SHALL BE SEEDED AND MULCHED WITH GRASS SUITABLE FOR THE LOCALITY.
3. BOUNDARY DATA PROVIDED FROM A SURVEY PRODUCED BY LIDBERG LAND SURVEYING, INC. 675 W. INDIANTOWN ROAD, SUITE 200, JUPITER, FL 33458, PH. 561-746-8454, SURVEY DATED: 04-28-2012.
4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE LOCATION OF EXISTING UTILITIES AND SHALL EXERCISE EXTREME CAUTION WHILE WORKING IN AREAS NEAR EXISTING AND NEW ON-SITE/OFF-SITE STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL REPAIR OR PAY FOR ALL DAMAGES MADE TO EXISTING OR NEW STRUCTURES AND/OR UTILITIES.
5. SITE CONSTRUCTION SHALL BE CERTIFIED BY THE ENGINEER-OF-RECORD WITH APPROPRIATE CONSTRUCTION COMPLETION DOCUMENTATION.
6. ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB.
7. THE SOURCE OF POWER WILL BE SUPPLIED BY FPL.
8. THERE SHALL BE NO WOODED AREAS, EXISTING OR PROPOSED WATER BODIES OR OTHER ENVIRONMENTALLY SENSITIVE LANDS.
9. THERE ARE NO EXISTING STRUCTURES ON SITE.
10. THERE IS NO SHORELINE VEGETATION.
11. SEE UTILITY PLAN FOR ALL EXISTING AND PROPOSED LOCATIONS AND DETAILS FOR ELECTRIC, PHONE, WATER AND SEWER SERVICES.
12. DO NOT SCALE DRAWINGS. ALL DIMENSIONS SUPERSEDE ANY GRAPHIC REPRESENTATION.
13. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DRAWINGS AND SPECIFICATIONS REQUIREMENTS WITH EXISTING CONDITIONS IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION BEFORE PROCEEDING WITH THE WORK.
14. SEE FOUNDATION PLANS FOR LOCATIONS AND DETAILS FOR 4" THICK CONCRETE SIDEWALKS AND AIR CONDITIONING CONDENSER PADS.
15. THERE ARE NO WETLANDS, WELLFIELD PROTECTION ZONES, FLOODWAYS, DRAINAGEWAYS, AQUIFERS ON SITE.
16. WE HAVE SURVEYED THE EXISTING PARCEL AND HAVE FOUND NO ENDANGERED SPECIES OF ANIMAL OR VEGETATION. THERE ARE NO EXISTING TREES ON SITE.
17. → THIS SYMBOL IS NOT A PAVEMENT MARKING, BUT SIMPLY INDICATES DIRECTION OF TRAVEL.



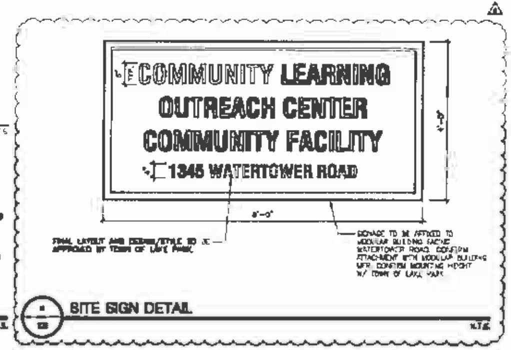
HANDICAPPED PARKING SIGN
N.T.S.



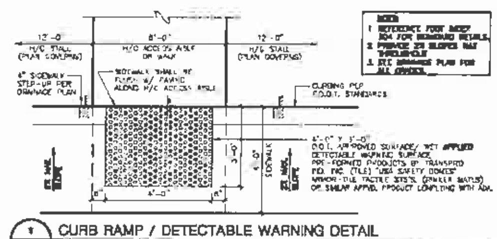
WHEEL STOP DETAIL
N.T.S.



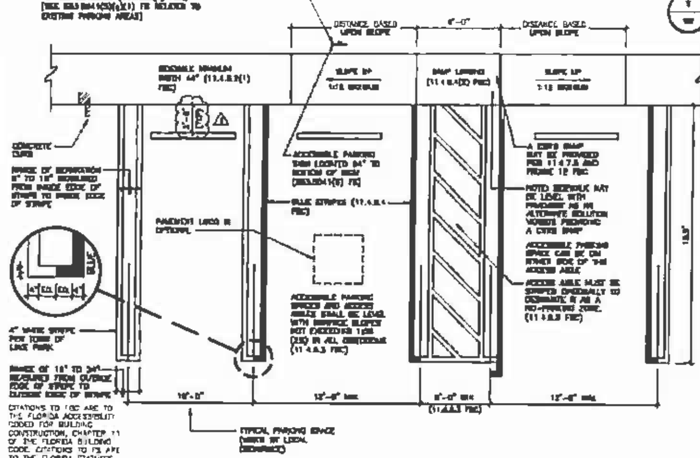
TYPE 'D' CURB DETAIL (TYP. FDOT TYPE 'D')
N.T.S.



SITE SIGN DETAIL
N.T.S.

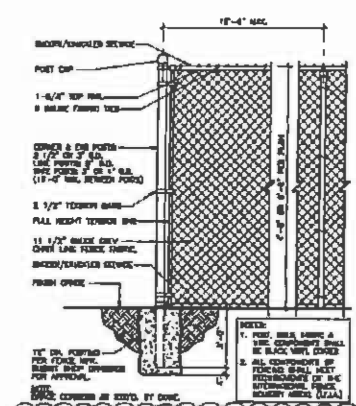


CURB RAMP / DETECTABLE WARNING DETAIL
SCALE: 1/2" = 1'-0"



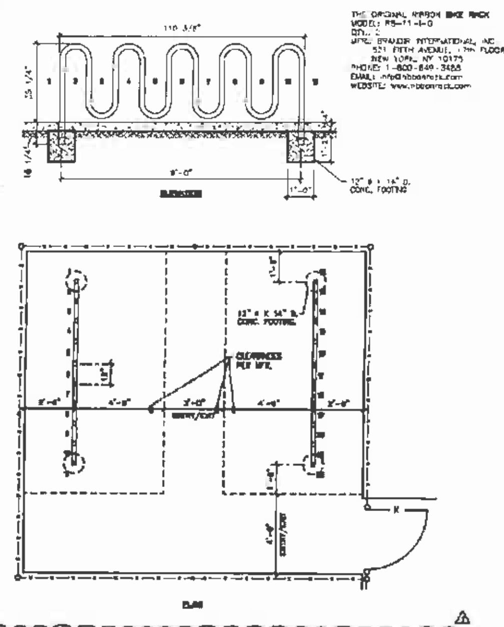
CITATIONS TO 'FBC' ARE TO THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, CHAPTER 11 OF THE FLORIDA BUILDING CODE. CITATIONS TO 'FS' ARE TO THE FLORIDA STATUTES.

TYP. ACCESSIBLE PARKING SPACE(S) DESIGN
N.T.S.



CHAIN LINK FENCE DETAIL
N.T.S.

THE ORIGINAL RIBBON BIKE RACK
MODEL: RB-11-I-0
QTY.: 2
MFG.: BRANDIR INTERNATIONAL, INC.
521 FIFTH AVENUE, 17th FLOOR
NEW YORK, NY 10175
PHONE: 1-800-849-3485
EMAIL: info@ribbonrack.com
WEBSITE: www.ribbonrack.com



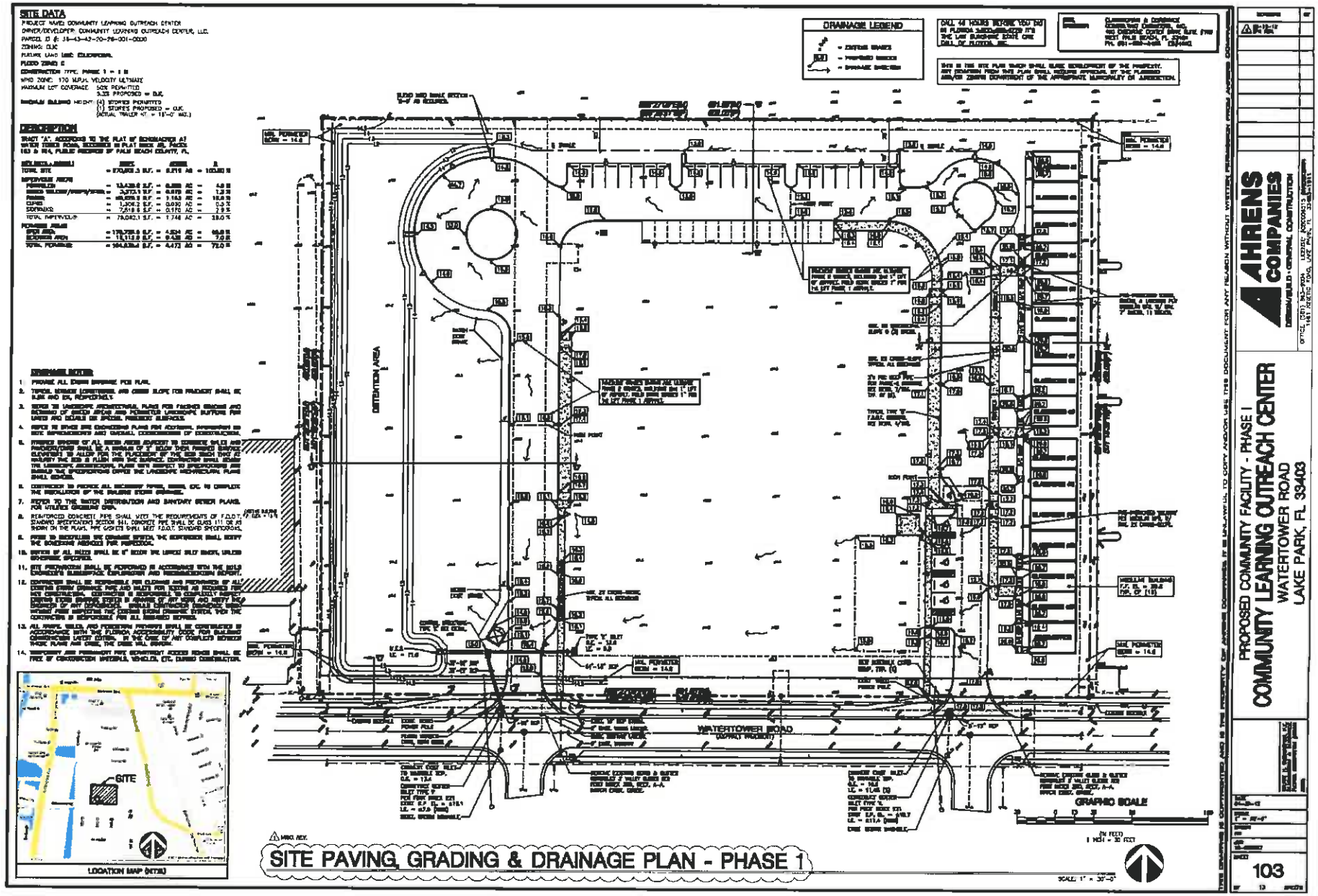
BIKE RACK DETAIL
N.T.S.

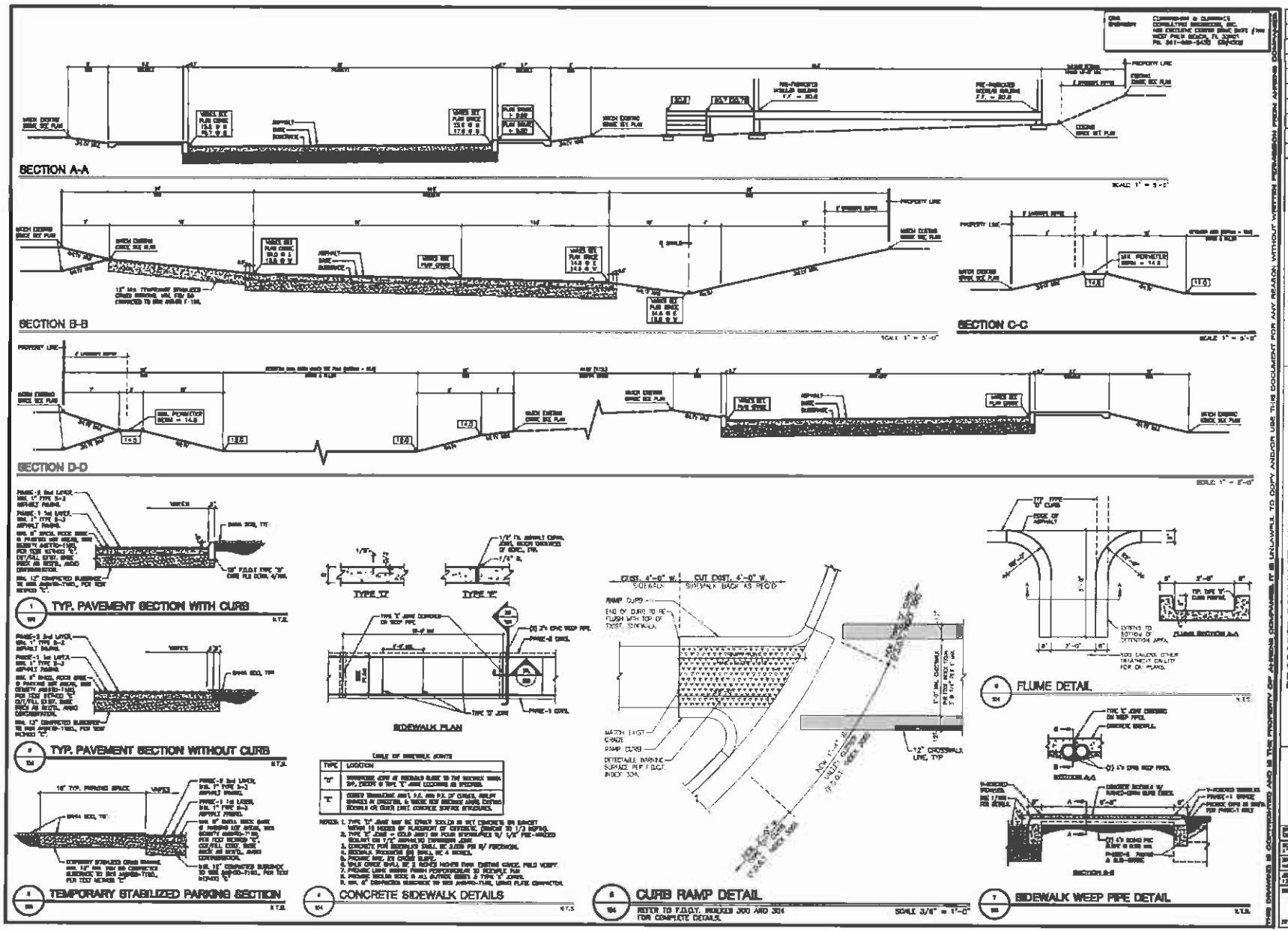
CUNNINGHAM & DUPPENG, P.C.
CONSULTING ENGINEERS, INC.
400 EXECUTIVE CENTER DRIVE SUITE #108
WEST PALM BEACH, FL 33401

AHRENS COMPANIES
DESIGN/BUILD • GENERAL CONSTRUCTION

PROPOSED COMMUNITY FACILITY - PHASE I
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK, FL 33403

102

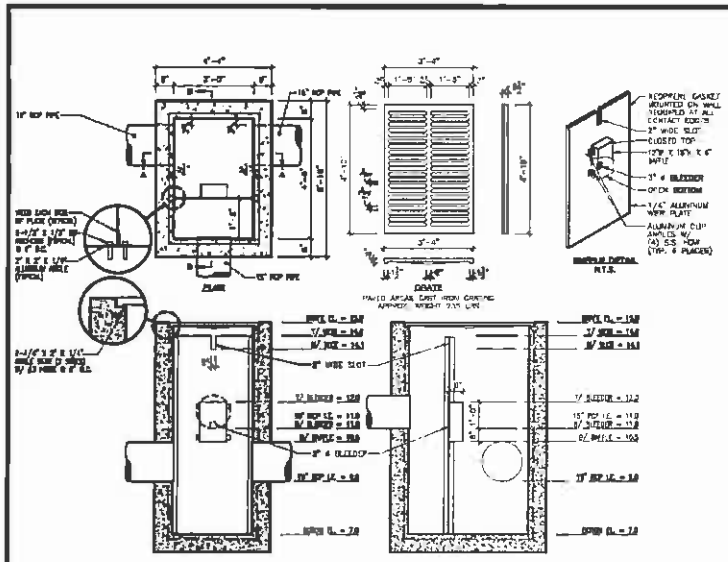

SITE DATA
DESCRIPTION
DRAINAGE LEGEND
DRAINAGE NOTES
LOCATION MAP (NTS)
SITE
WATERTOWER ROAD
DETENTION AREA
GRAPHIC SCALE
SITE PAVING, GRADING & DRAINAGE PLAN - PHASE 1
AHRENS COMPANIES
PROPOSED COMMUNITY FACILITY - PHASE I
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK, FL 33403
103



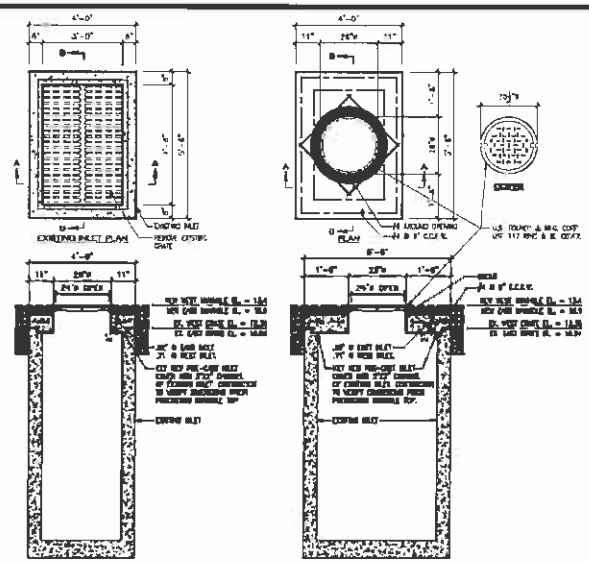
AHRENS COMPANIES
DESIGN/BUILD • GENERAL CONSTRUCTION

PROPOSED COMMUNITY FACILITY - PHASE I
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK, FL 33403

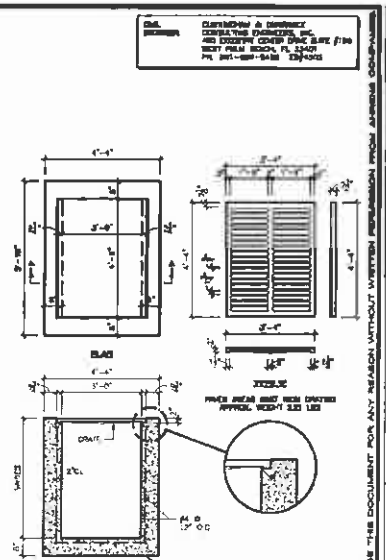
104



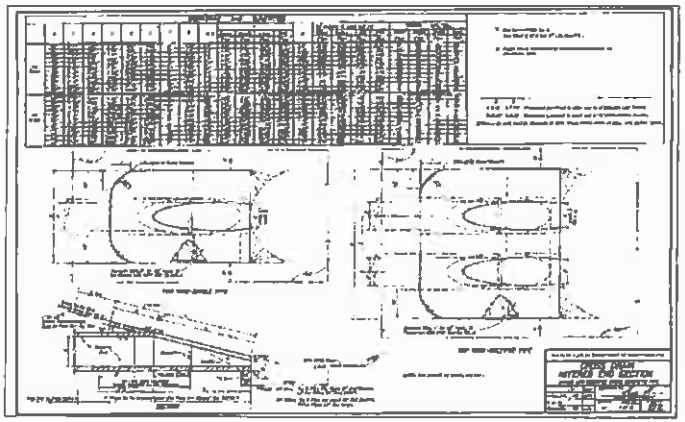
CONTROL STRUCTURE DETAIL (TYPE 'E')



EXISTING TYPE 'E' INLET W/ NEW MAN HOLE TOP



TYPE 'E' INLET



MITERED END SECTION

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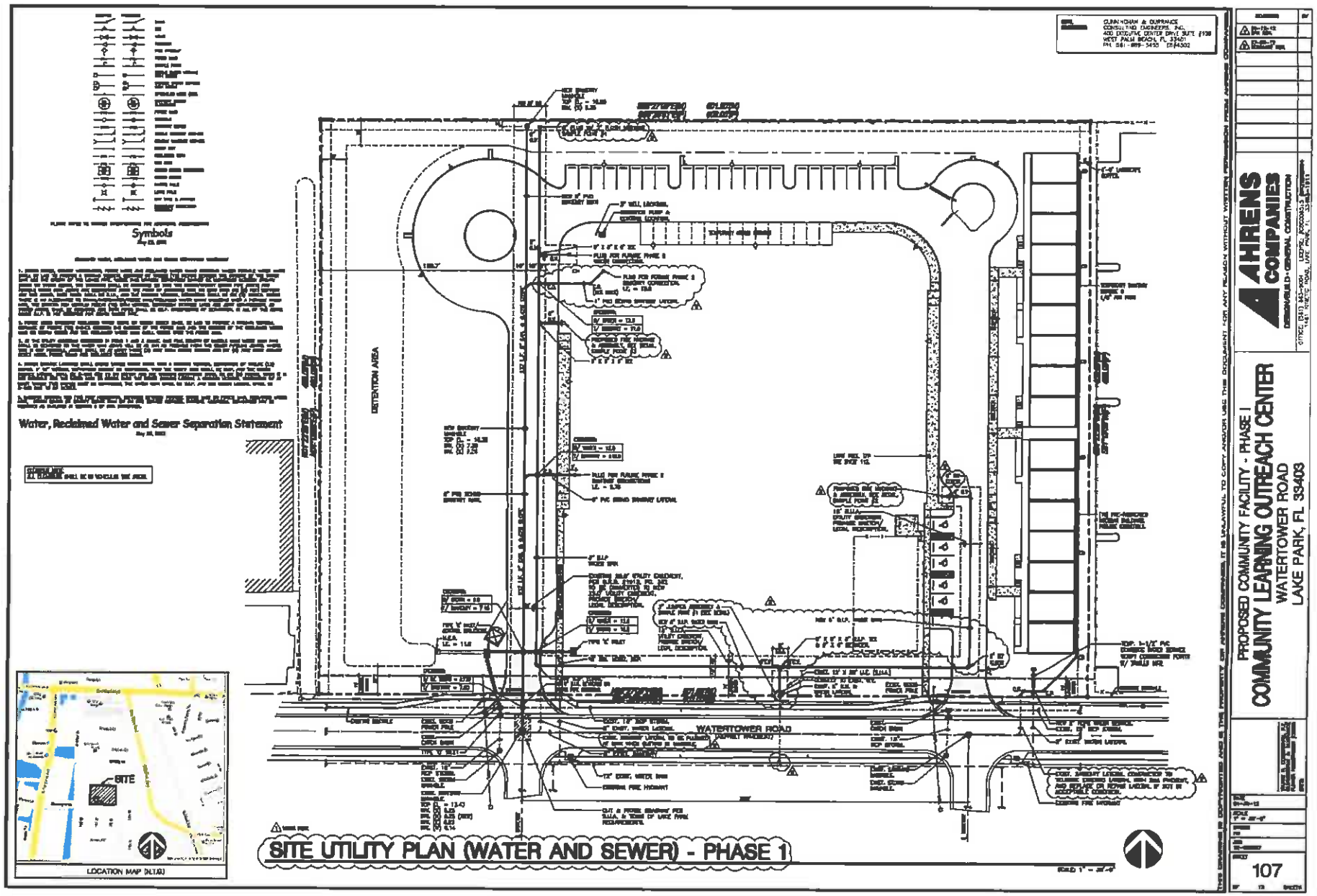
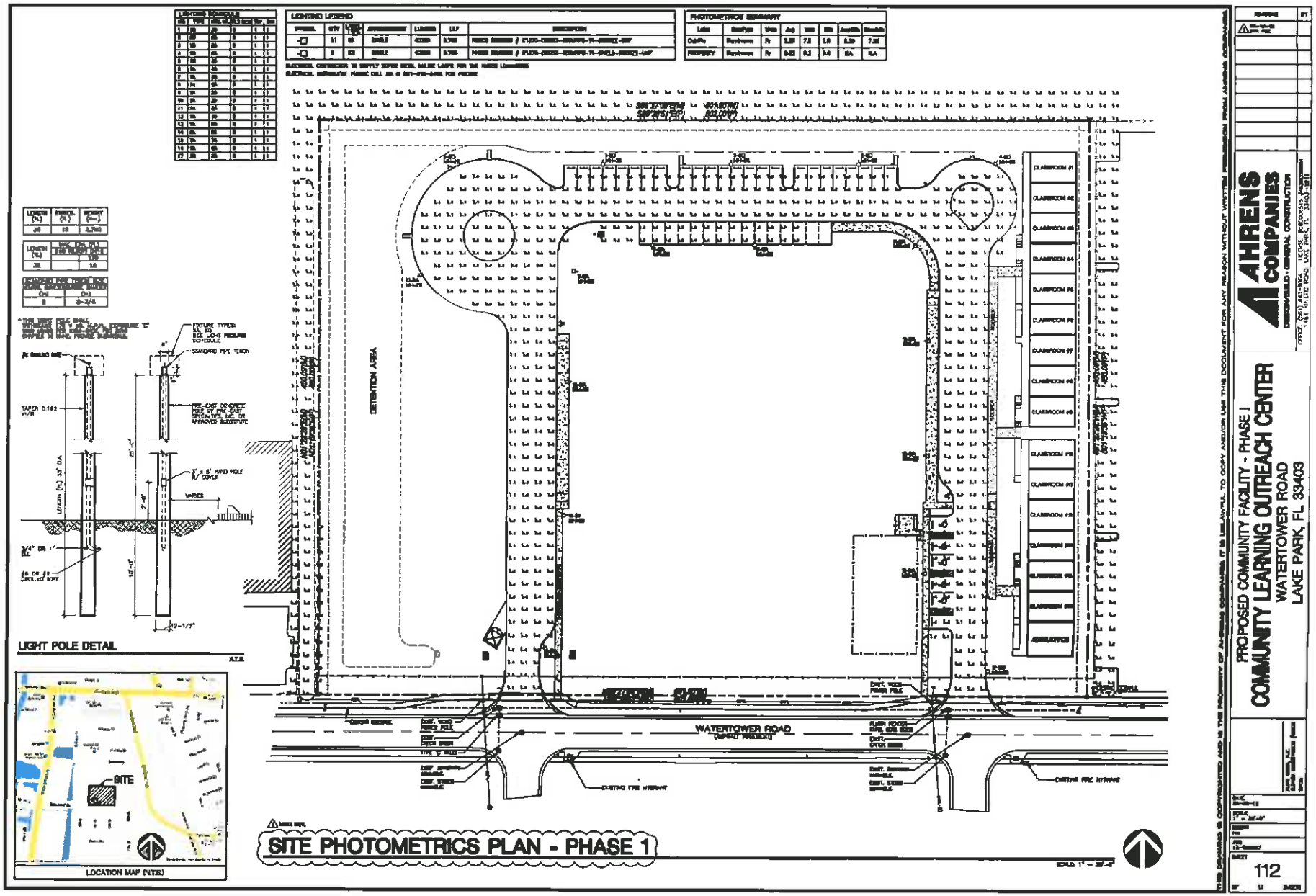
AHRENS COMPANIES
DESIGN/BUILD • GENERAL CONTRACTOR

PROPOSED COMMUNITY FACILITY - PHASE I
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK, FL 33403

SHEET 105


Symbols
Water, Reclaimed Water and Sewer Separation Statement
RETENTION AREA
WATERTOWER ROAD
SITE
LOCATION MAP (N.T.S.)
SITE UTILITY PLAN (WATER AND SEWER) - PHASE 1
PROPOSED COMMUNITY FACILITY - PHASE I
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK, FL 33403
AHRENS COMPANIES
107


LIGHTING LEGEND
PHOTOMETRICS SUMMARY
DETENTION AREA
WATERTOWER ROAD
LIGHT POLE DETAIL
SITE
LOCATION MAP (N.T.S.)
SITE PHOTOMETRICS PLAN - PHASE 1
AHRENS COMPANIES
PROPOSED COMMUNITY FACILITY - PHASE I
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK, FL 33403
112

PROPOSED COMMUNITY FACILITY - PHASE 1
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK FL 33403
AHRENS COMPANIES
201
PLANT & MATERIAL SCHEDULE
LANDSCAPE / IRRIGATION PLAN - PHASE 1

LANDSCAPE PLANTING NOTES

1. IF A PLANTING SPACE IS USED FOR ANY OTHER PURPOSE THAN THAT SHOWN ON THE PLANS, IT SHALL BE REPORTED IMMEDIATELY TO THE OWNER, LANDSCAPE ARCHITECT AND APPROPRIATE MUNICIPAL OFFICIALS.
2. ALL PLANTS SHALL BE FLORIDA NO.1 OR BETTER AS DESCRIBED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICE.
3. ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED RECYCLED PINE OR EUCALYPTUS STERILIZED MELALEUCA MULCH (GRADE 5 OR BETTER).
4. THE USE OF PINE "STRAW" MULCH IS ONLY ACCEPTABLE WHERE SPECIFIED SPECIFICALLY FOR USE ON SLOPES OR WITH ACID LOVING PLANTS SUCH AS AZALEAS.
5. ALL PLANT MATERIAL SHALL BE PRUNED, IF NEEDED, TO ACHIEVE THE SHAPE AND FORM CHARACTERISTIC TO THEIR DESIGN INTENT. SAID PRUNING TO BE IN STRICT ACCORDANCE WITH ISA STANDARDS.
6. ALL SOD OR SEED SHALL BE CERTIFIED (IF APPLICABLE) AND WEED AND INSECT FREE.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES OR OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH HIS WORK.
8. CALL SUNSHINE ONE CALL SERVICE FOR UNDERGROUND UTILITY LOCATIONS 48 HOURS PRIOR TO ANY EXCAVATION OR GRADING. 1-800-432-4770
9. ALL PLANT MATERIAL AND WORKMANSHIP SHALL BE WARRANTED FOR A PERIOD OF 12 MONTHS FOR COMMERCIAL WORK, AND 1 MONTH FOR RESIDENTIAL LANDSCAPE INSTALLATION WORK.
10. LANDSCAPE AND/OR SOD SHALL BE PLACED TO THE EDGE OF ABUTTING STREETS CHANNELS, LAKES OR OTHER ADJACENT LANDSCAPING.
11. ALL MECHANICAL EQUIPMENT, IRRIGATION PUMPS, FPL TRANSFORMERS, POOL PUMPS, ETC. SHALL BE SCREENED ON A MINIMUM OF THREE (3) SIDES BY LANDSCAPE SHRUBS.
12. SIGHT DISTANCE DEFINERS MUST BE MAINTAINED FOR CLEAR SIGHT VISIBILITY AS DEFINED IN THE LAND DEVELOPMENT CODE.
13. ROOT BARRIERS SHALL BE INSTALLED AND INCLUDED BY THE LANDSCAPE CONTRACTOR, WHERE REQUIRED BY THE MUNICIPALITY OR OTHER REGULATING AGENCIES.
14. WHERE TURF SPRINKLER ARE USED, APPROPRIATE SETBACKS AND SAFEGUARDS (ROOT BARRIERS) SHALL BE GUARANTEED BY ROOTPRO AND INSTALLED BY THE LANDSCAPE CONTRACTOR.
15. CONTRACTOR SHALL HAVE THE LANDSCAPE ARCHITECT COORDINATE AND APPROVE PLANTING LOCATIONS FOR LARGE TREES AND SPECIMEN PLANTS PRIOR TO THEIR INSTALLATION.
16. ALL TREES AND PALMS SHALL BE STAKED IN ACCORDANCE WITH THE SPECIFICATIONS AND PLANTING DETAILS.
17. ALL PLANTING BEDS SHALL BE SHAPED AND PROVIDE PROPER DRAINAGE AS SHOWN IN THE PLANTING DETAILS.
18. STREET TREE LOCATIONS SHALL BE COORDINATED WITH DRIVEWAYS, STREET LIGHTS, AND FIRE PROTECTION EQUIPMENT.
19. THERE SHALL BE A MINIMUM SIX (6) FEET SEPARATION BETWEEN LANDSCAPE AND UTILITIES, AND LANDSCAPE PLANTING SHALL BE IN CONFORMANCE WITH FPL GUIDELINES FOR SETBACKS FROM OVER-HEAD UTILITY LINES.
20. ALL PLANTING AREAS SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 30" AND "BACKFILLED" WITH A "SOIL MIX" OF 1/3 NATIVE SOIL, 1/3 CLEAN SAND, AND 1/3 COMPOSTED COW MANURE.
21. ALL SOD SHALL BE INSTALLED IN ALL DISTURBED AREAS FOR PHASE-I IMPROVEMENTS SHALL BE SODDED.

GENERAL NOTES

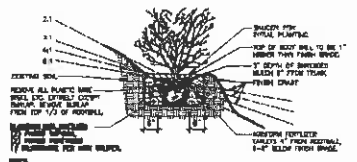
1. ANY DISCREPANCIES OR UNANTICIPATED OBSTRUCTIONS SHALL BE REPORTED IMMEDIATELY TO THE OWNER, LANDSCAPE ARCHITECT AND APPROPRIATE MUNICIPAL OFFICIALS.
2. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH ALL OTHER TRADES OR PROFESSIONS ON THE PROJECT.
3. DISCREPANCIES BETWEEN QUICK AS FIELDED OR PLANT VARIETIES SHALL BE RESOLVED BY THE OWNER BEFORE INSTALLING PLANTS OR CONTAINERS.
4. IMPLEMENT THE TERMS OF THIS PROJECT, THE CONTRACTOR SHALL MAINTAIN AT HIS SOLE EXPENSE, SPECIFIED INSURANCE COVERAGE AS AGREED TO AND SUBMITTED WITH THE CONTRACT, AND A COPY OF SHALL BE RECEIVED FROM A CONTRACTOR LICENSED TO DO BUSINESS IN THE LOCALITY OF THE PROJECT PREMISES. UPON REQUEST, THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF THIS INSURANCE COVERAGE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, CERTIFICATES, INSPECTIONS AND APPROVALS AS REQUIRED BY BUILDING DEPARTMENTS OR OTHER REGULATING AGENCIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LAYOUT OF ALL PLANTING, IRRIGATION OR PROPERTY LINES REQUIRED TO COMPLETE THE WORK.
7. THE CONTRACTOR SHALL BASE THE PRICES IN CONTRACT ACCORDING TO CONTRACT DOCUMENTS AND SHALL NOT ASK FOR ADDITIONAL COMPENSATION IF MATERIALS IN ACCORDANCE WITH SPECIFICATIONS OR DRAWINGS ARE NOT AVAILABLE AT THE TIME. ANY PROPOSED SUBSTITUTIONS MUST BE APPROVED BY THE OWNER. ANY PROPOSED PRICE INCREASE SHALL BE SUBMITTED IN WRITING AND SHALL INCLUDE PRICE APPROVAL FROM THE SUPPLIER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THE PROPER AND TIMELY PLACEMENT FREE FROM ACCUMULATION OF WASTE, UNUSABLE OR EXCESS MATERIALS OF ANY EMPLOYEES ON WORK.
9. THE CONTRACTOR SHALL RESPONSIBLE FOR DELIVERY OF MATERIALS AND SUCH AS THE PROJECT PROGRESS WITH THE SCHEDULE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ORDERING ALL MATERIALS, THE SPECIFICATIONS AND QUANTITIES (B), FOR WHICH HE WAS PREPARED A BID. IF THE CONTRACTOR IS UNABLE TO LOCATE ANY MATERIAL AFTER DOING THE ORDERED, HE SHALL BE ENTITLED FOR ANY THE DELIVERED BY THE OWNER OR LANDSCAPE ARCHITECT OR LANDSCAPE ENGINEER MATERIAL.

IRRIGATION NOTES:

1. ALL PLANTED AREAS SHALL BE WATERED BY A COMPLETELY AUTOMATIC UNDERGROUND SYSTEM, DESIGN ENGINEERED, WORK COMPLETED WITH HEAD COVERAGE OF ALL PLANTED AREAS. THE IRRIGATION SYSTEM SHALL INCLUDE AN AUTOMATIC RAIN SHUT-OFF DEVICE AND SHALL OPERATE ONLY BETWEEN THE HOURS OF 2AM PM AND 8AM AM.
2. UNLESS OTHERWISE SPECIFIED, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICATION OF WATER USE PERMITS AND BUILDING PERMITS.
3. IRRIGATION SYSTEMS SHALL BE DESIGNED AND OPERATED TO MINIMIZE RUNOFF INTO BUILDINGS AND PAVEMENTS, ETC.
4. IRRIGATION PLANS WILL BE SUBMITTED FOR REVIEW AND APPROVAL, IF REQUIRED.
5. A SPARE SPRAY SYSTEM MANUAL SHALL BE REQUIRED AND PROVIDED FOR THE IRRIGATION SYSTEM.

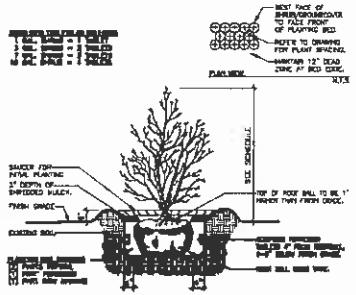
PLANT & MATERIAL NOTES:

1. ALL PLANTS SHALL BE FLORIDA NO.1 OR BETTER AS DESCRIBED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICE.
2. ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED RECYCLED PINE OR EUCALYPTUS STERILIZED MELALEUCA MULCH (GRADE 5 OR BETTER).
3. ALL PLANT MATERIAL SHALL BE PRUNED, IF NEEDED, TO ACHIEVE THE SHAPE AND FORM CHARACTERISTIC TO THEIR DESIGN INTENT. SAID PRUNING TO BE IN STRICT ACCORDANCE WITH ISA STANDARDS.
4. ALL SOD OR SEED SHALL BE CERTIFIED (IF APPLICABLE) AND WEED AND INSECT FREE.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES OR OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH HIS WORK.
6. CALL SUNSHINE ONE CALL SERVICE FOR UNDERGROUND UTILITY LOCATIONS 48 HOURS PRIOR TO ANY EXCAVATION OR GRADING. 1-800-432-4770
7. ALL PLANT MATERIAL AND WORKMANSHIP SHALL BE WARRANTED FOR A PERIOD OF 12 MONTHS FOR COMMERCIAL WORK, AND 1 MONTH FOR RESIDENTIAL LANDSCAPE INSTALLATION WORK.
8. LANDSCAPE AND/OR SOD SHALL BE PLACED TO THE EDGE OF ABUTTING STREETS CHANNELS, LAKES OR OTHER ADJACENT LANDSCAPING.
9. ALL MECHANICAL EQUIPMENT, IRRIGATION PUMPS, FPL TRANSFORMERS, POOL PUMPS, ETC. SHALL BE SCREENED ON A MINIMUM OF THREE (3) SIDES BY LANDSCAPE SHRUBS.
10. SIGHT DISTANCE DEFINERS MUST BE MAINTAINED FOR CLEAR SIGHT VISIBILITY AS DEFINED IN THE LAND DEVELOPMENT CODE.
11. ROOT BARRIERS SHALL BE INSTALLED AND INCLUDED BY THE LANDSCAPE CONTRACTOR, WHERE REQUIRED BY THE MUNICIPALITY OR OTHER REGULATING AGENCIES.
12. WHERE TURF SPRINKLER ARE USED, APPROPRIATE SETBACKS AND SAFEGUARDS (ROOT BARRIERS) SHALL BE GUARANTEED BY ROOTPRO AND INSTALLED BY THE LANDSCAPE CONTRACTOR.
13. CONTRACTOR SHALL HAVE THE LANDSCAPE ARCHITECT COORDINATE AND APPROVE PLANTING LOCATIONS FOR LARGE TREES AND SPECIMEN PLANTS PRIOR TO THEIR INSTALLATION.
14. ALL TREES AND PALMS SHALL BE STAKED IN ACCORDANCE WITH THE SPECIFICATIONS AND PLANTING DETAILS.
15. ALL PLANTING BEDS SHALL BE SHAPED AND PROVIDE PROPER DRAINAGE AS SHOWN IN THE PLANTING DETAILS.
16. STREET TREE LOCATIONS SHALL BE COORDINATED WITH DRIVEWAYS, STREET LIGHTS, AND FIRE PROTECTION EQUIPMENT.
17. THERE SHALL BE A MINIMUM SIX (6) FEET SEPARATION BETWEEN LANDSCAPE AND UTILITIES, AND LANDSCAPE PLANTING SHALL BE IN CONFORMANCE WITH FPL GUIDELINES FOR SETBACKS FROM OVER-HEAD UTILITY LINES.
18. ALL PLANTING AREAS SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 30" AND "BACKFILLED" WITH A "SOIL MIX" OF 1/3 NATIVE SOIL, 1/3 CLEAN SAND, AND 1/3 COMPOSTED COW MANURE.
19. ALL SOD SHALL BE INSTALLED IN ALL DISTURBED AREAS FOR PHASE-I IMPROVEMENTS SHALL BE SODDED.



SLOPE PLANTING DETAIL

N.T.S.



SHRUB/GROUNDCOVER PLANTING DETAIL

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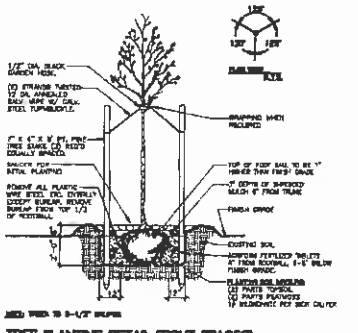
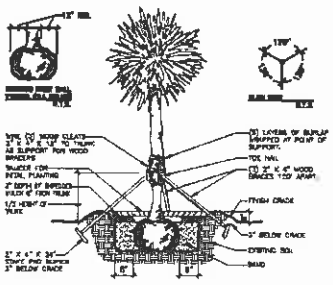


TREE PLANTING DETAIL (TIGHT SPACES)

(WITH CANVAS AND BARING)

N.T.S.



PALM PLANTING DETAIL

(WITH CANVAS AND BARING)

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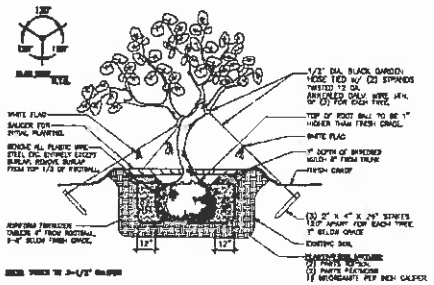
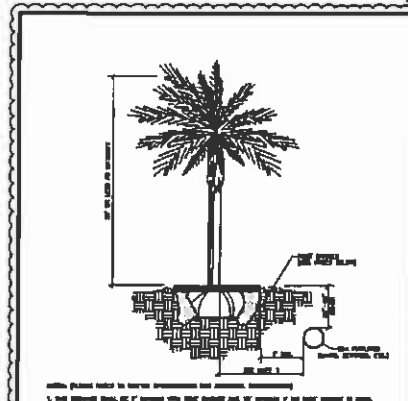
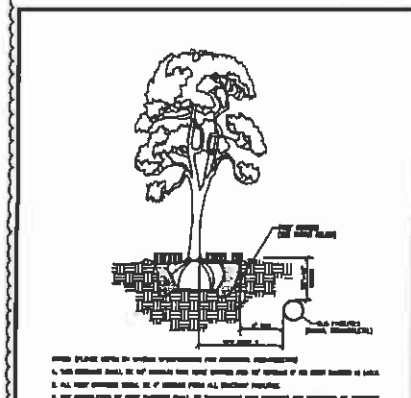


TREE PLANTING DETAIL (OPEN SPACES)

(WITH CANVAS AND BARING)

N.T.S.





William A. Ahrens, III
Landscape Architect
7449 W. PALM CITY ROAD
Phone, Florida 34951
772-286-0000
State # 1234

AHRENS COMPANIES
DESIGN-BUILD • GRADING CONTRACTORS
OFFICE (561) 686-0000 LICENSED, INSURED, BONDED, CGC 1234567, CLC 1234567

PROPOSED COMMUNITY FACILITY - PHASE I
COMMUNITY LEARNING OUTREACH CENTER
WATERTOWER ROAD
LAKE PARK, FL 33403

DATE: 00-00-12
SCALE: AS SHOWN
DRAWN BY: WAA
CHECKED BY: WAA
JOB NO.: 1234

SHEET 202

EDUCATION SOLUTIONS

WILLIAMS SCOTSMAN
Has Classrooms For Immediate Delivery

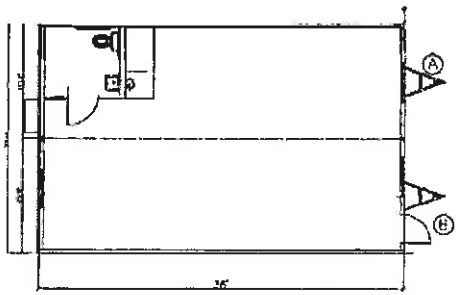
Need Additional Space for Your Students Now? Williams Scotsman Can Help!

Williams Scotsman offers a range of modular space solutions guaranteed to provide comfortable and safe learning environments for a variety of educational situations. From daycare to K-12 to universities, our products provide affordable, flexible, and, most importantly, much needed additional space. When the needs of your school system change, Williams Scotsman easily removes the unit or relocates it to a new location. That's the beauty of modular space solutions.

Take a look at the sample floor plan and specifications on the back of this sheet. Don't hesitate to contact me at 813-626-2862 or cmahr@willscot.com

-Chris Ahr, Williams Scotsman Sales Representative, Tampa, FL

WILLIAMS SCOTSMAN
Has Classrooms For Immediate Delivery



Standard Single Slope II-B Classrooms

- CRA/DCA approved
- Built to withstand 140 mph wind gust
- Steel frame (non-combustible) construction, no wood materials
- One hour fire rated exterior walls (allows for buildings to be placed less than 6" apart)
- Gain more than 50% utilization of land use
- 8' acoustical ceilings
- Upgraded insulation packages
- SREF 26 oz. carpet
- Vinyl covered gypsum wall covering
- Installed at 6"-12" above grade (does not require ramps and steps)
- Impact rated exterior windows and exterior door
- SREF/ADA compliant bathroom

"From model choice to the permit process to installation, I want to be your local space solutions expert."

– Chris Ahr, Williams Scotsman Sales Representative, Tampa, FL

CONTACT

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5002 E.Hillsborough Ave
Tampa, FL 33610
P 813.626.2862
F 813.626.5272
cmahr@willscot.com

SPACE BY WILLIAMS SCOTSMAN

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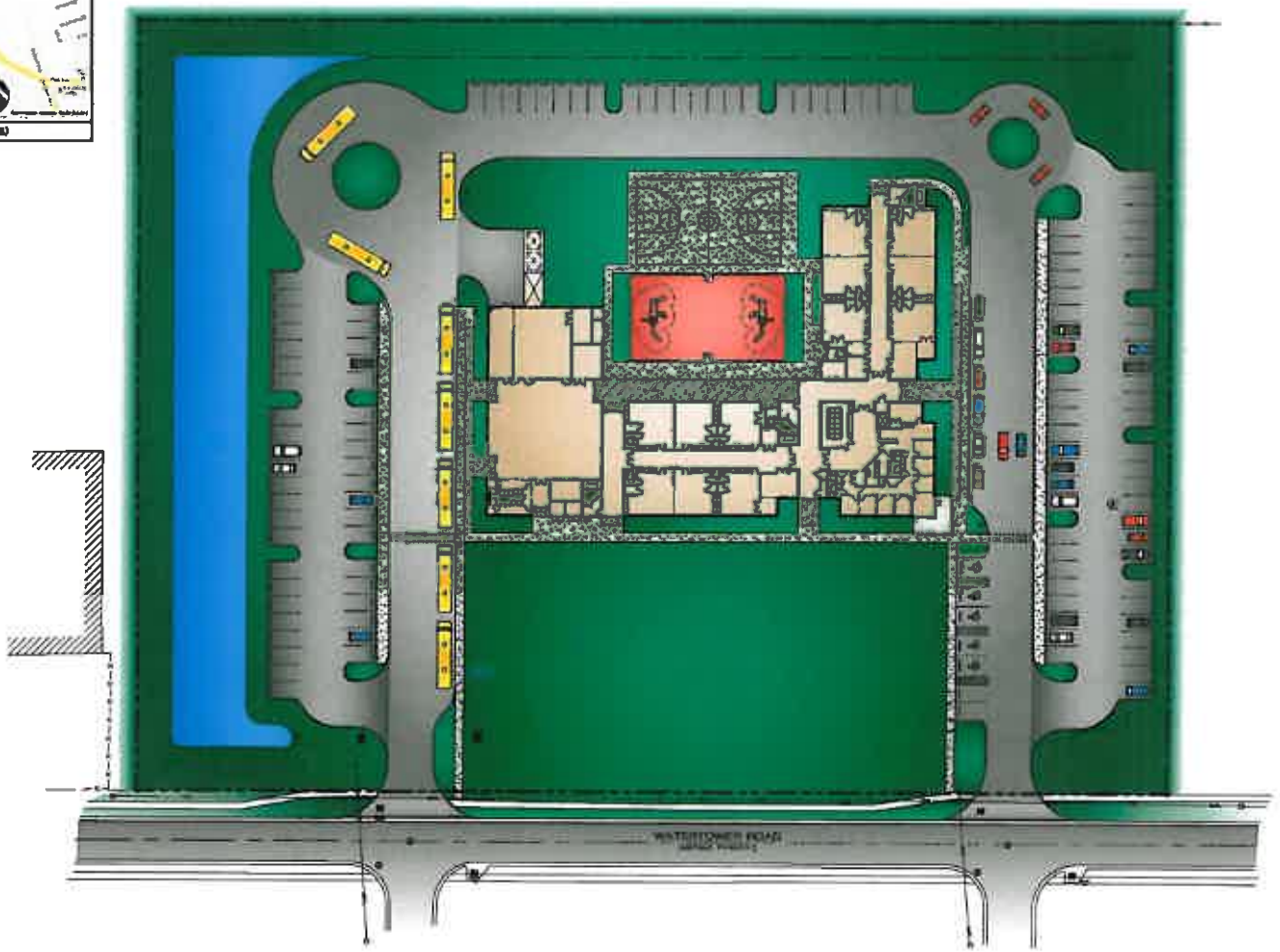

SITE PLAN - PHASE 2

SCALE: 1" = 30'-0"

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AHRENS COMPANIES
DESIGN/BUILD - GENERAL CONSTRUCTION

PROPOSED COMMUNITY FACILITY - PHASE 2
COMMUNITY LEARNING OUTREACH CENTER
WATER TOWER ROAD
LAKE PARK, FL 33403

SP-2

PRELIMINARY SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

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PROPOSED COMMUNITY FACILITY - PHASE I

COMMUNITY LEARNING OUTREACH CENTER

WATER TOWER ROAD
LAKE PARK, FL 33403

AHRENS COMPANIES
DESIGN/BUILD · GENERAL CONSTRUCTION

A-1

TAB 7

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **August 15, 2012** **Agenda Item No.** Tab 7

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

SUBJECT: **Commission Meeting Minutes of August 1, 2012**

RECOMMENDED MOTION/ACTION: **To Approve the Commission Meeting Minutes of August 1, 2012**

Approved by Town Manager DSS **Date:** 8/7/12

Shari Canada, CMC, Deputy Town Clerk
Name/Title

August 06, 2012
Date of Actual Submittal

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

Summary Explanation/Background:

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 1, 2012,
Immediately Following the
CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kendall Rumsey	—	**Vice-Mayor**
Steven Hockman	—	**Commissioner**
Jeanine Longtin	—	**Commissioner**
Tim Stevens	—	**Commissioner**
Dale S. Sugerman, Ph.D.	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez Lemley, CMC	—	**Town Clerk**

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

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PRESENTATION:

1. **Proclamation in Honor of Lieutenant Pedro L. Palenzuela for his Services as Commanding Officer of the Palm Beach County Sheriff's Office District 10** **Tab 1**

2. **Request by the American Cancer Society to Hold the 2013 Relay for Life at Lake Shore Park** **Tab 2**

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

H. **PUBLIC HEARING:**
ORDINANCE ON SECOND READING:

******* OPEN PUBLIC HEARING*******

A. Staff Report

B. Public Comments

C. Commission Deliberation

3. Ordinance No. 09-2012 Text Amendment for the Campus Light Industrial and Commercial (CLIC) Zoning District – To expand the permitted area for educational facilities and requiring that these uses be approved as a Conditional Use. **Tab 3**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, SECTION 78-75(2)(C)(4) OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "CLIC-1 CAMPUS LIGHT INDUSTRIAL / COMMERCIAL DISTRICT" TO ADD EDUCATION FACILITIES ~~AND TRAINING CENTERS~~ AS A PERMITTED USE ALONG THE ULTIMATE RIGHT OF WAY OF WATERTOWER ROAD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

******* CLOSE PUBLIC HEARING*******

I. **RESOLUTIONS:**

4. Resolution No. 18-08-12 Palm Beach County League Supporting the County's Allocation of the $12.50 Funds to Enhance Municipal Intergovernmental Communications Plan **Tab 4**

J. **DISCUSSION AND POSSIBLE ACTION:**

5. Final Payment to Simmons and White for Engineering Services Associated with the Downtown Alleyway Improvements, Paving, Drainage, Lighting **Tab 5**

6. Continuing Landscape Maintenance Agreement with Chris Wayne and Associates, Inc. for the Lake Park Harbor Marina **Tab 6**

7. Review of Draft of Revised Handbook of Procedures and Policies for Employees of the Town of Lake Park (Employee Handbook) **Tab 7**

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

L. **ADJOURNMENT:**

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 1, 8:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, August 1, 2012 at 8:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, Jeanine Longtin and Tim Stevens, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA:

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

Vote on Motion:

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

Motion passed 5-0

PRESENTATION:

1. **Proclamation in Honor of Lieutenant Pedro L. Palenzuela for his Services as Commanding Officer of the Palm Beach County Sheriff's Office District 10**

Mayor DuBois presented the Proclamation to Lieutenant Pedro L. Palenzuela.

2. **Request by the American Cancer Society to Hold the 2013 Relay for Life at Lake Shore Park**

Alison Bishop, with the American Cancer Society, introduced Beverly Kelly, who will speak on behalf of the Volunteers for Relay for Life.

Ms. Kelly explained her ties to the Town of Lake Park, American Cancer Society and Relay for Life. She stated that Relay for Life is the largest cancer fighting movement in the world. She stated that the 2012 Lake Park Relay for Life event raised over $11,000 with 65% of every dollar raised staying right here in this community. She requested that the Town host the 2013 Relay for Life event on April 26, 2013 at Lake Shore Park.

Motion: A motion was made by Vice-Mayor Rumsey to approve the Town to host the 2013 Relay for Life event at Lake Shore Park on April 26, 2013; Commissioner Stevens made the second.

Mayor DuBois thanked Ms. Bishop, Ms. Kelly, Town staff and residents who volunteered and participated in the Relay for Life event and stated that it is no small effort that the participants put in personally to ensure the success of this event.

Vote on Motion:

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

Motion passed 5-0

PUBLIC and OTHER COMMENT:

No public comment.

PUBLIC HEARING

ORDINANCE ON SECOND READING:

3. **Ordinance No. 09-2012 Text Amendment for the Campus Light Industrial and Commercial (CLIC) Zoning District**

Mayor DuBois opened the Public Hearing.

Town Manager Sugerman stated that this is a public hearing and an Ordinance on second reading for the Commission to consider a Text Amendment to the Campus Light Industrial and Commercial (CLIC) Zoning District to expand the permitted area for educational facilities and requiring that these uses be approved as a conditional use. He stated that the Ordinance was approved by the Commission on first reading at the July 18, 2012 meeting.

Public Comment

No Public Comment

Public Comment Closed

Motion: A motion was made by Vice-Mayor Rumsey to approve Ordinance No. 09-2012 Text Amendment for the Campus Light Industrial and Commercial (CLIC) Zoning District on second reading; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0

Attorney Baird read the title of the Ordinance into the record.

Mayor DuBois closed the Public Hearing.

RESOLUTIONS:

4. **Resolution No. 18-08-12 Palm Beach County League Supporting the County's Allocation of the $12.50 Funds to Enhance Municipal Intergovernmental Communications Plan**

Town Manager Sugerman explained that when a moving violation is issued and the fine is paid a portion of that fine is put into the $12.50 Communication Fund, which supports municipal/local government public safety communications. He stated that the funds are collected Countywide and distributed to all municipalities that have that type of communication system. He stated that the Town does not have that type of communication system and the fee does not come to the Town, but it does go to other

municipalities in Palm Beach County. He stated that Palm Beach County is making an effort to pass legislation that would retain the $12.50 collected fee in the County coffers instead of distributing it to the municipalities to support public safety communications. He stated that the Palm Beach County League of Cities has asked all 38 municipalities to support their resolution to strongly encourage the County to continue to distribute the $12.50 communication fees to the municipalities that have public safety communication systems.

Motion: A motion was made by Commissioner Hockman to approve Resolution 18-08-12; Vice-Mayor Rumsey made the second.

Mayor DuBois stated that he attended the Palm Beach County League of Cities Board of Directors meeting on June 27, 2012 and there was extensive discussion by the Board members. He stated that he is in support of this Resolution.

Commissioner Stevens stated that he is voting no on this item because he believes that when the money goes from Lake Park to other Towns, Lake Park residents are not directly benefiting from it and that he believes that if the money goes to the County there is a chance that the funds would trickle down to Lake Park residents. He stated that he does see the benefit of standing in solidarity with the other municipalities, but that he will be voting no.

Vote on Motion:

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

Motion passed 4-1

DISCUSSION AND POSSIBLE ACTION:

5. Final Payment to Simmons and White for Engineering Services Associated with the Downtown Alleyway Improvements, Paving, Drainage, Lighting

CRA Project Manager Richard Pittman explained the project and that this item is to approve additional funds be paid to Simmons and White for construction oversight. He stated that as he prepared this item and the construction aspects he realized that he failed to emphasize how good a job the construction contractor did during construction. He stated that this item is about the consultant's role in the design and construction phase of the project. He stated that on October 19, 2011, the Town Commission approved a

construction contract with Rosso Paving and Drainage for this project and the agenda item also identified the consultants (Simmons &White) estimate to perform construction phase and electrical consultant services for $4,050.00. He stated that the Town proceeded to construct the project and the project did not go as smoothly as anticipated and services were needed that were not included in the original estimate from the consultants. He stated that during construction, the consultant accumulated hours that total $9,830.00 and time sheets have been provided to him to account for the hours. He stated that he contested some of the hours and need for work and $1,266.00 has been deducted for a new total of $8,564.00 of which the Town has already paid $4,025.90, so the final payment due is $4,538.74. He stated that his recommendation to pay the consultants is based one that the consultants did provide timesheets and administrative assistance. He stated that when looking at the construction costs total of $297,406 the consultant would have been paid a total of $28,314 for design and construction phase services, which is 9.5% of the cost of construction and 9.5% is a reasonable percentage of the construction cost.

Commissioner Longtin asked why this is coming to the Commission after the fact.

Town Manager Sugerman stated that it was his decision to place the item on this agenda because he wanted to separate this request for additional funds for engineering services from the construction project and the construction project was finalized at the July 18, 2012 meeting. He did not want to confuse the issue with the cost overrun with the design and construction inspection engineer with the construction project itself.

Commissioner Longtin stated because the Commission is too stupid to understand.

Town Manager Sugerman stated that is not his position, but that he thought it was important to separate the item.

Commissioner Longtin stated that now the work is done and the Town owes this bill supposedly.

Town Manager Sugerman stated that the final number was established in the last week to 10 days because of the negotiations back and forth between the Town and the consultants about the validity of the additional charges and attempts to negotiation some of the additional charges down before presenting this item to the Commission. He stated that it is appropriate that the item was scheduled for this meeting and should not have been scheduled any sooner.

Commissioner Longtin stated that this consultant is over budget and that she was provided no information regarding that the consultant is over budget and that it has been with any contractor for them to go ahead and do the work and that it will be handled later.

Town Manager Sugerman stated that Commissioner Longtin makes a valid point and the reason why it is coming to the Commission this evening is because there could be a dispute on whether or not this bill should be paid.

Commissioner Hockman stated that he had a concern about it being over budget and it goes back to not knowing what the engineer's responsibility was versus the Town's responsibilities because he believes that the engineer would have had more in his estimate if he intended to do more work.

Commissioner Stevens thanked staff for the detail in the agenda request form regarding the "construction plan quantity issues" addressed by the consultant during construction of the project. He stated that given these issues he asked if next time that Simmons and White bids for something or comes in as the low bid does staff factor in the underbids on previous contracts in determining who should get a contract and who should not.

CRA Project Manager Pittman stated that Simmons and White did not bid this consultant service. He stated that they went through the Consultant Competitive Negotiation Process and were ranked number one among over a dozen engineers and this was their first major job with the Town. He explained that the Town discussed this project with the consultants and the consultants presented a proposal. The proposal included design and construction phase services activities and costs.

Commissioner Stevens stated that what the consultants thought it would cost was significantly under what it actually did cost.

CRA Project Manager Pittman stated "yes".

Commissioner Stevens stated that now the Town is stuck with the bill for these cost overruns in addition to what was part of the contingency and asked how this is prevented from happening in the future.

Commissioner Longtin stated that it will not, that it is how the game is played.

Commissioner Stevens stated that there has to be something that can be done.

Commissioner Longtin stated that that Commission could say no so that staff knows that the Commission is not playing this game.

CRA Project Manager Pittman stated that if Simmons and White's plans had been perfect, which is a rare case when digging underground, the Town would have paid Rosso Paving very close to what the Town ended up paying them because of the unit prices and that is why the Town does unit prices. The administration, which is basically his job, would have been much easier, the contractor would build exactly what is shown on the plans and would have billed the exact quantities that were shown on the schedule of bid items. He stated that as soon as the contractor brings up errors on quantities and starts digging and there is unforeseen conditions the quantities change and the consultants role increases and then there is an aspect of difference of opinion between the contractor and the consultant. He explained that when contractors do bid jobs that they look for little deficiencies that they can bring up during the course of the project than the Town has to decide if the contractor is right or wrong and there was one of these types of issues on this project. He stated that the job turns into referee and Simmons and White make an

opinion, then the contractor makes an opinion and eventually they come to terms and it is more detailed than thought.

Commissioner Stevens stated that he understands that it is a very nuanced and complicated process, but he is trying to wrap his head around it in order to avoid this in the future.

CRA Project Manager Pittman stated that Simmons and White have design engineers and they are trying to do a balancing act with survey end of the project and cores, where a hole is actually dug to get a measurement on how thick the existing asphalt and rock base and try to balance out the number of cores needed. In this case what was found in the cores and what the contractor found when excavating is slightly off. He stated that more cores could have been taken, but the Town would have had to pay for that and there is a balancing act.

Town Manager Sugerman stated that there are a few things the Town can do moving forward one is that the design engineer is not the construction inspector. He stated that when the design engineer is the construction inspector this type of issue can happen, but the Town would probably pay more for separate design engineer and construction inspector.

Commissioner Stevens asked if that depends on the size of the job.

Town Manager Sugerman stated "yes". He stated that it is easy for the construction manager to be the design engineer because they know what the design say. A lot of times the Town wants to have the construction manager be the design engineer, but a good underlying design is important. He stated if there are errors in the design, as there are in this case then, there may be room for further negotiation by the Commission to not authorize full and complete payment. He thinks there were errors in the design that were pointed out by the general contractor once the general contractor got into the field. He stated that if the design calls for 100 feet of fencing, but the only way the project could get done is with 200 feet of fencing and the design engineer needs to come back and spend more time to confirm the difference that he is not sure that the Town should be paying for that additional work.

Mayor DuBois stated that he is confused on the recommendation from staff.

Town Manager Sugerman stated that the recommendation from staff is that this be approved. He stated that this is a $4,500 expense, the engineer has documented the time spent on the additional services and charges and staff is recommending approval, but staff has also learned some lessons on how things should be done differently going forward.

Commissioner Longtin stated that her problem is not with the contractor or the consultant her problem is with staff. She stated that these overrides began in January and the Commission is just now hearing about it. She stated that if there was an issue the Commission should have been told about it months ago.

Vice-Mayor Rumsey asked the consultant Simmons and White what happened.

Robert Rennebaum, Simmons and White, stated that overall this was a great project. He stated that this was a difficult design. He stated that a soil engineer took a sample every 100 feet. He stated that the rock base and asphalt used when the alleyway was originally installed was thinner than what he would recommend for today's standards. He stated that he based the design on what was out in the field as indicated by the samples. He stated that when the contractor go out there and started working there was an area found between the samples that had to have an in-field redesign and Simmons and White billed for the additional work. He stated that Simmons and White did not bill for additional hours or at a higher rate that there was additional work done based on unforeseen conditions. He stated that the anticipated scope was clearly defined. He provided the example of an issue with Seacoast Utility Authority requiring that they review the plans, revisions and in field construction meeting and none of the work was anticipated because Simmons and White was not going to be pulling a permit from the Seacoast Utility Authority. He stated that the amount presented has already been reduced based on CRA Project Manager Pittman's negotiation regarding items like the error in the calculation of the fence quantity, reduced the hourly rate of one of engineers, and reduced all the bills 20% over the contract amount, but a lot of it was additional scope. He stated that it was a tough project, a difficult design, there were a few issues with the design and they have reduced their bills and he thinks everything is justified.

Vice-Mayor Rumsey stated that the Commission was told from the outset that this was a difficult design and he does not argue the fact that Simmons and White has done the work and that he will be supporting paying Simmons and White. He asked how does the Town make sure that this does not happen again.

Mr. Rennebaum stated that it is tough and it is the nature of the business that when there is a contractor in the field the design engineer has to be out there to observe the contractors work and certify that the work was done according to the plans. He stated that he disagrees with Town Manager Sugerman and that he thinks it is critical that the design engineer is the construction oversight engineer. He stated that when the design engineer and the construction oversight engineer are the same person they are motivated to make sure that the project is constructed right because it is their design. He stated that it is tough to stop a job like this when it is already in motion.

Vice-Mayor Rumsey stated that based on the final product that it was a great project and that the consultant did a great job.

Commissioner Longtin asked why the Town staff did not come to the Commission at the beginning of the year and advise that the project was overrun.

Mr. Rennebaum stated that he thinks it is a very small amount.

Commissioner Longtin stated that she understands that it happens and that there are unforeseen circumstances. She stated that she understands Mr. Rennebaum's point of view that when they opened it they saw something different than they expected. She asked why the Commission was not told of this back in January. She stated that she wants some communication.

Mr. Rennebaum stated that it is tough to stop a construction project for a magnitude of $4,000 to $5,000 to bring it to the Commission for approval.

Commissioner Longtin stated that her problem is with staff that allows this stuff to happen and give the Commission no communication about it and here it is after the fact when the work is done and now the Town is being billed.

Mr. Rennebaum stated that in staff's defense that CRA Project Manager Pittman provided excellent oversight.

Commissioner Longtin stated that staff is just not good at communication.

Mr. Rennebaum stated that it is the Commission's decision if they want to hear this level of minutia about a project at the level of the Commission.

Commissioner Stevens stated that he does not.

Commissioner Longtin stated that when it comes to money that she does.

Mayor DuBois stated that the same question has been heard several times and it is getting repetitive.

Town Manager Sugerman stated that he cannot take responsibility for what happened before June 29, 2012, but he will take responsibility going forward and that he understand Commissioner Longtin's concern and assured the Commission that there will be better communication if he sees these types of problems coming in the future.

Motion: A motion was made by Vice Mayor Rumsey to approve final payment to Simmons and White in the amount of $4,538.74; Commissioner Stevens made the second.

Commissioner Stevens stated that this is 1.5% over the $269,000 that was bid, so he is fine with it. He stated that he wished it was lower, but it is what it is.

Vote on Motion:

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

Motion passed 4-1

6. Continuing Landscape Maintenance Agreement with Chris Wayne and Associates, Inc. for the Lake Park Harbor Marina

Town Manager Sugerman stated has stated that this would be a one year extension with an annual cost of $34,889.00. He stated that the landscaping at the Marina requires specialized equipment and Chris Wayne and Associates, Inc has that specialized equipment and therefore staff is recommending approval of this extension.

Commissioner Hockman stated that this goes back to the Public Works Department not being capable of mowing.

Town Manager Sugerman stated that Public Works is capable of mowing all types of grass with the existing equipment except for Bermuda Turf, the Town does not have Bermuda Turf equipment. He stated that Public Works could do the landscaping but the Town would have to replace the Bermuda Turf with a lesser quality turf.

Commissioner Hockman stated that he is always hearing about special equipment and that based on his research online the only thing special is the fact that only 1/3 is cut. The Town has mowers and as long as the blades are sharp it cuts the grass and that only the blades need to be raised and lowered to the right height. He stated that he sees Chris Wayne and Associates using the same equipment at the Marina that he mows everything else and it is not specialized equipment. He stated that he is having a hard time regarding why the Town staff cannot do it and asked if staff is just not capable. He stated that it is hard to believe that it is the equipment.

Town Manager Sugerman stated that he understands and if that is the Commission direction staff will do that.

Commissioner Stevens asked if any effort has been made to move towards a xeriscape type system.

Town Manager Sugerman stated that he could not answer that question.

Vice-Mayor Rumsey stated that it is a question for the Commission to determine if that is something that the Commission is even interested in doing. He respects Commissioner Stevens' asking that question every time the Commission discusses grass, but the Commission has never decided that xeriscape is a direction that it is interested in moving.

Commissioner Stevens stated that he thinks that the Commission should be interested in saving the Town money if it is a cost effective approach. He stated that he likes the grass and it looks great. He stated that he thinks that there needs to be rain gauges on the sprinkler timers to save some money on irrigation, the water is free, but it does cost electricity to run to pumps. He stated that the more low maintenance, less intensive and resource demanding landscaping the better.

Commissioner Longtin stated that she has nothing against Chris Wayne and Associates, but she is tired of paying Public Works to do the job.

Motion: A motion was made by Vice-Mayor Rumsey to continue the Landscape Agreement with Chris Wayne and Associates for Lake Park Harbor Marina; Commissioner Stevens made the second.

Vote on Motion:

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

Motion passed 3-2

7. Review of Draft of Revised Handbook of Procedures and Policies for Employees of the Town of Lake Park (Employee Handbook)

Public Comment:

Diane Bernhard, 301 Lake Shore Drive, provided the Commission with a handout (see Exhibit "A") of concerns she has with the Employee Handbook. She stated that she is concern about what employees are disciplined for which activities. She stated that in the employee handbook there are lists of things that an employee can be penalized for and that she understands that all the offenses that could possibly occur cannot be included in the Handbook and obviously there needs to be a contingency plan. She stated that as the Handbook now reads the Town Manager has the sole right to decide what is an offense, discipline and to fire a person. She stated that she believes that this gives the impression to the employees of the Town that they can be fired or disciplined for trivial reasons or because of personal reasons from the Town Manager. She suggested that another individual or individuals need to be included who will decide what is an actionable offense and the punishment for it. She stated that she did not find that many things to criticize in the new revision of the Handbook and that it exceeds her expectations.

Public Comment Closed.

Town Manager Sugerman stated that Human Resources Director Bambi Turner took a considerable leadership role in the development of the Handbook. He stated that he appreciated all the people who participated in the development of the Handbook.

Commissioner Stevens stated that he thinks the Handbook speaks for itself and should just move to questions from the Commission.

Commissioner Stevens stated that the language in Section 7.12 Documented Written Verbal Reprimand is confusing, if every verbal reprimand is reduced to writing and placed in the employee's file then it is a written reprimand. He stated that it is either verbal or written and suggested for clarification he would recommend first written written reprimand and second written reprimand.

Commissioner Longtin stated that she had the same question.

Human Resources Director Turner stated that in the original Handbook the language documented verbal reprimand was included however, when the union contract was negotiated the union specifically requested that the language to documented written Verbal Reprimand to ensure that documentation of the verbal reprimand is made and inserted in the employee personnel file. She stated that this language has been inserted in the union contract and in the Handbook to ensure that employees are treated equally. She stated that change in the language does not suggest that it is more serious a disciplinary action than the previous language it just means that it is written documentation for the personnel file.

Commissioner Stevens stated that he is going to vote to approve the Handbook with or without the change the he just thinks the language is confusing.

Commissioner Longtin asked why the language cannot be "Documented Verbal Reprimand".

Human Resources Turner stated that it could but there would be different disciplinary paperwork for general employees than for union employees, this provides for uniformity.

Commissioner Stevens stated that he thinks first written reprimand and second written reprimand is clearer, but he does not have to big of a position on it either way.

Commissioner Longtin and Mayor DuBois discussed the procedure to review the Handbook, the length of time it would take to review the Handbook and whether either of them would approve the Handbook as it currently reads.

Mayor DuBois stated that he is looking for direction from the Commission on how they want to proceed with the review of the Handbook. He suggested that the Handbook could be referred to a Committee for review and to make recommendations to the Commission or the Commission could go line by line and review it now.

Commissioner Longtin stated that she has a lot of questions and comments.

Mayor DuBois suggested that each member of the Commission could individual meet with staff go over their questions and comments rather than on the Dais.

Commissioner Longtin asked if Mayor DuBois is suggesting that each Commissioner meet with staff with questions and comments and staff can then address them change or no change.

Mayor DuBois stated that he has already sent his questions and comments to staff and staff has responded. He stated that he thought that was the idea over the past two weeks for each Commissioner to take that opportunity, but the Commission can keep going in this manner and that is fine with him.

Commissioner Stevens suggested that this item be placed on the next agenda and in the interim period each Commissioner will have the opportunity to meet with staff about any questions and anything that is not addressed or needs to legislated the Commission will talk about and make a decision.

Motion: A motion was made by Commissioner Stevens to move the review of the Employee Handbook to the next meeting; Commissioner Hockman made the second.

Vote on Motion:

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

Motion failed 5-0

Commissioner Longtin asked Mayor DuBois why he is not inclined to approve the Handbook at this time because it would help her to know where the other Commissioners are coming from on the Handbook.

Mayor DuBois stated that his expectation to the changes to the Handbook extended to accommodating the new language that the Commission adopted to clarify the duties of the Town Manager and he did not expect as many of the changes that were proposed and he thinks they exceed what was required.

Commissioner Longtin asked who she should get with regarding her questions and comments.

Mayor DuBois suggested that Commissioner Longtin get with Town Manager Sugerman.

Town Manager Sugerman authorized that any Commissioner who wants to meet with Human Resources Director Turner may do so. He reminded the Commission that at the last meeting the Commission postponed this item and during the two weeks were to get with staff, staff waited and heard from two of the Commissioners.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Hockman had no comments.

Commissioner Stevens stated that on Saturday, August 4, 2012 at Mos'Art the 3 Guitars will be performing at 6:30 pm.

Commissioner Longtin stated that the reason why she got emotion about the irrigation system was because she had talked to an employee, who was an irrigation specialist, and that the employee felt it could be fixed for very minimal cost. She explained to the employee that it had become a political issue and that nobody was blaming the employee for the problems with the irrigation. She stated that she felt like she let the employee down. She stated that it is hurricane season and encouraged everyone to be prepared and if anyone needs to go to a special needs shelter that they must pre-register.

Vice-Mayor Rumsey had no comments.

Attorney Baird distributed to the Commission the latest litigation status report (see Exhibit "B").

Commissioner Stevens asked what changes are in the report.

Attorney Baird stated that one additional foreclosure came in.

Town Manager Sugerman had no comments.

Mayor DuBois had no comments.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Rumsey and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 9:40 p.m.

_____
Mayor James DuBois

_____
Deputy Town Clerk, Shari Canada, CMC

_____
Town Clerk, Vivian Mendez Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

Exhibit "A"

August 1, 2012

Tab 7, Employee Handbook
These references start on PDF page 161 and on Employee Handbook pages 78 through 87.

These references all concern who gets to decide what employees are disciplined for what activities.

I understand that all the offences that could possibly occur cannot be listed in the Employee Handbook – sooner or later someone will do something not listed in the document. There needs to be a contingency plan and a person or persons who can recognize an unlisted offence that must be disciplined. On the other hand, the Town Handbook seems to give the TM the sole right to decide what is an offence and the sole right to fire people. Perhaps the inclusion of other officers would address that issue, such as, "Engaging in an action which the Town Manager, ***Human Resources Director and/or Department Head*** **determines** is sufficient cause for discipline under this category." This would go a long way towards preventing the perception that employees can be disciplined or dismissed for trivial reasons or because of personal animus from the TM.

P 78, 7.4, Formal Conference

Note: Not withstanding the provisions set forth in Section 7.4, the Town Manager reserves the right to hold a formal conference without notice with any employee if the Town Manager deems such conference to be warranted.

P 78, 7.5, Para 2, Grounds for Disciplinary Action

Whenever an employee renders deficient performances, violates any rule, regulations, Town policy or procedure, or engages in any action which the Town Manager determines is sufficient cause for discipline, the employee shall be subject to disciplinary action as appropriate.

Pg. 81, 7.9 Category I, Grounds for Disciplinary Action:

S. Engaging in an action which the Town Manager determines is sufficient cause for disciplinary action under this category.

Pg. 84, 7.10 Category II, Grounds for Disciplinary Action:

V. Engaging in an action which the Town Manager determines is grounds for disciplinary action under this category.

Pg. 87, 7.11 Category III, Grounds for Disciplinary Action:

Z. Any action determined by the Town Manager to be so serious as to warrant immediate termination of employment.

I still believe these phrases invest too much power in one individual and I would hope that you see fit to modify them.

Once again, I would to say that the work already done on this Handbook exceeds my expectations. I want to thank you for recognizing that changes needed to be made and to thank you for your past and continuing willingness to work on this.

Diane Bamburg

Cc: Mayor DuBois, Commissionners Hockman, Longtin, Rumsey, and Stevens, Town Attorney Baird, Town Manager Sugerman, HR Director Bambi Turner and Town Clerk Vivian Lemley.

Cc:

J. DuBois
S. Hockman
J. Longtin
K. Rumsey
T. Stevens
J. Baird
D. Sugerman
B. Turner
V. Lemley

Exhibit "B"

JONES FOSTER
JOHNSTON & STUBBS, P.A.

Memo

To: Mayor & Commissioners
From: Thomas J. Baird, Town Attorney
Date: July 25, 2012
Subject: Town of Lake Park v. ATM, et al.
Cc: Dale S. Sugerman, Town Manager

Commission Longtin requested that I provide her with a copy of a Litigation Status Report. This is that Report.

Town of Lake Park v. Palm Beach County / IG funding lawsuit

The Commission unanimously agreed to join 14 other municipalities in a lawsuit challenging the County's authority to assess a fee against the municipalities for the Inspection General's services. The municipalities' position is that the fee the County has assessed is illegal and that the County is solely responsible for funding the Office of the Inspector General.

Dover v. Town of Lake Park

The Dovers appealed a decision by the Town's Special Magistrate that the Dovers' were violating the setback regulations of the Code in the manner in which they were storing their boat. The Dovers appealed the Special Magistrate's decision and I have responded with an Answer Brief to which the Dovers' attorney has replied. Consequently, the appeal has been fully briefed. The Appellate Division upheld the Special Magistrate's decision and the court has filed an Mandate in this matter.

Town of Lake Park v. Applied Technology and Management, Inc. (AMT), et al

Mediation was held in the Town's lawsuit against Applied Technology and Management, Murphy Construction Co, Bridge Design Associates and Lumberman's Mutual Casualty Co., related to deficiencies related to Phases I, II & III of the Marina Revitalization Project. Larry L. Cook, Esquire of the law firm of Daniels, Kashtan, Downs, Robertson & McGirney has been representing the Town in this matter. The case was settled as reported to the Commission. At the request of the Finance Director the Town will not be executing the settlement documents until October 1, 2012. Accordingly, the case will not be legally terminated and a dismissal entered until then.

A. FORECLOSURES INITIATED BY LENDERS

Bank of America v. Erik Krammer et al.

The Town was named as a Defendant in a foreclosure action brought against Erik Krammer as a result of a Code Enforcement Lien the Town has against the

property located at 912 West Jasmine Dr. An Answer to the Plaintiff's Complaint was filed on Sept. 30, 2011 to secure the Town's Lien rights. This case is pending.

Bank of America v. Julian A. Ocampo

The Town as named as a Defendant in a foreclosure action brought against Julian Ocampo as a result of a Code Enforcement Lien the Town has against the property located at 727 Bayberry Drive. An Answer to the Plaintiff's Complaint was filed on October 21, 2008 to secure the Town's Lien rights. A Final Judgment of Foreclose in the amount of $145,215.08 was entered on July 23, 2012, with a sale date scheduled for 8/27/12.

Bank of New York Mellon v. Charles B. Capers, et al.

The Town was named as a Defendant in a foreclosure action brought against Charles B. Capers as a result of a Code Enforcement Lien the Town has against the property located at 601 Date Palm Drive. An Answer to the Plaintiff's Complaint was filed on June 27, 2012 to secure the Town's Lien rights.

CitiFinancial Equity Services, Inc. v. Lucencia Baptise

The Town was named as a Defendant in a foreclosure action brought against Lucencia Baptise as a result of a Code Enforcement Lien the Town has against the property located at 730 Hawthorne Drive. An Answer to the Plaintiff's Complaint was filed on August 19, 2009 to secure the Town's Lien rights. A Motion for Summary Judgment has been filed, however, no hearing has been noticed, and consequently the case remains pending.

Citimortgage, Inc. v. Robert Raucci, et al.

The Town was named as a Defendant in an action to foreclosure property as a result of a Code Enforcement Lien the Town has against property he owns at 1010 Lake Shore Drive. An Answer to the Plaintiff's Complaint was filed on August 21, 2009 to secure the Town's Lien rights. The case is still pending.

Deutsche Bank v. Zaidy L. Gantt, et al.

The Town was named a Defendant in a foreclosure action brought against Zaidy Gantt. The Town was named as a Defendant because of a Code Enforcement Lien it has against property the Defendant owns 445 Flagler Blvd. An Answer to the Plaintiff's Complaint was filed on June 26, 2009 to secure the Town's Lien rights. The case is still pending.

Deutsche Bank National Trust v. Francs Gay, et al

The Town was named a Defendant in a foreclosure action brought against Francs & Gina Gay. The Town was named as a Defendant because of a Code Enforcement Lien it has against property the Defendant owns at 118 2nd Street. An

Answer to the Plaintiff's Complaint was filed on April 18, 2012 to secure the Town's Lien rights.

Deutsche Bank Trust Company v. Loly Cesard, et al.

Town was named as a Defendant in a foreclosure action brought against Loly Cesard as a result of a Code Enforcement Lien the Town has against the subject property located at 215 Evergreen Drive. An Answer to the Plaintiff's Amended Complaint was filed on Aug. 25, 2008 to secure the Town's Lien rights and the case in still pending.

Deutsche Bank v. Christopher Ross, et al.

The Town was named a Defendant in a foreclosure action brought against the Estate of Claire E. Ross as a result of a Code Enforcement Lien the Town has against the subject property located at 539 E. Redwood Drive. An Answer to the Plaintiff's Complaint was filed with the Court on August 24, 2008 to secure the Town's Lien rights. The case is still pending.

Midfirst Bank v. Antonio L. Johnson, et al.

The Town was named as a Defendant in a foreclosure action brought against Antonio Johnson as a result of a Code Enforcement Lien the Town has against the subject property located at 744 Cypress Drive. An Answer to the Plaintiff's Complaint was filed on June 28, 2011 to secure the Town's Lien rights. This case is pending.

PHH Mortgage Corporation v. Donald D. Jacobovitz, et al.

The Town was named as a Defendant in a foreclosure action brought against Donald D. Jacobovitz as a result of a Code Enforcement Lien the Town has against the subject property located at 253 E. Kalmia Drive. An Answer to the Plaintiff's Complaint was filed on July 24, 2012 to secure the Town's Lien rights.

Suntrust Mortgage, Inc. v. Michael S. Lee et al.

The Town was named as a Defendant in a foreclosure action brought against Michael S. Lee as a result of a Code Enforcement Lien the Town has against the subject property located at 338 Cypress Drive. An Answer to the Plaintiff's Complaint was filed on November 24, 2009 to secure the Town's Lien rights. This case is still pending.

U.S. Bank National Associates v. Gisele Lamarre, et al.

The Town was named as a Defendant in a foreclosure action brought against Gisele Lamarre a result of a Code Enforcement Lien the Town has against the subject property located at 243 E, Ilex Drive. An Answer to the Plaintiff's Complaint was filed on December 16, 2008 to secure the Town's Lien rights. A Motion for Final Judgment has

been filed by the Plaintiff, but a hearing date has not been set. This case is still pending.

U.S. Bank National Association v. Wendy Hockman, Steve Hockman, the United States of America, et al.

The Town was named as a Defendant in a foreclosure action brought against Wendy Hockman a result of a Code Enforcement Lien the Town has against the subject property located at 638 Flagler Blvd. An Answer to the Plaintiff's Complaint was filed on July 25, 2012 to secure the Town's Lien rights. The Town will be filing its Answer and Affirmative Defense.

Wells Fargo Bank v. Gladys C. Harris, et al

The Town was named as a Defendant in a foreclosure action brought against Gladys Harris as a result of a Code Enforcement Lien the Town has against the subject property located at 802 Popular Drive. An Answer to the Plaintiff's Complaint was filed on June 21, 2010 to secure the Town's Lien rights. The case is pending.

TAB 8

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 8

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

SUBJECT: Replacement of the Irrigation Pump and Motor at Bert Bostrom Park

RECOMMENDED MOTION/ACTION: Award Replacement Job to the Low Quote Contractor

---

Approved by Town Manager _____ **Date:** 8/10/12

_____ 8/9/12

David Hunt / Public Works Director **Date of Actual Submittal**

Originating Department: **Public Works**	**Costs: (A)$7,550.00 pump & motor replacement.** **(B) Approx. $1,500 electrical connection (by others)** **Funding Source: (A) Recreation Facility Rentals [001-347.500]** **(B) Grounds Maintenance** **Acct. #: (A) 600-64100** **(B) 406-34000**	**Attachments:** **- Contract Document w/ Specifications** **- Contractor Quote Forms & Proof of Insurance** **- Contractor's Florida Corporation Information** **- Quote Spreadsheet**
Department Review: [ ] Attorney_____ [ ] Community Development___ **[X] Finance** _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ **[X] Public Works** _____ **[X] Recreation** _____ [ ] Town Clerk _____ **[X] Town Manager** _____
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case** **Please initial one.**

Summary Explanation/Background:

In April 2012, Wooster Well Drilling was tasked with removing the electric motor, head assembly, shaft and column assembly, and pump bowls from the deep, six inch irrigation well serving Bert Bostrom Park. The pump bowls, along with the impellers, were examined in order to determine the cause of the turbine style pump failure. It was determined that the equipment had outlived its useful life expectancy and was not worth the expense of rebuilding. Wooster also provided a recommendation along with specifications to replace the deep well turbine pump with a submersible pump and motor.

A contract document with quote form was prepared (see attached) based upon Wooster's recommendations and distributed to four well and pump contractors. The following three contractors responded as follows:

VENDOR	BASE QUOTE	CLARIFICATIONS / EXCEPTIONS	ASSOCIATED COSTS	TOTAL
AMPS, INC.	$8,695.90	YES	$0.00	$8,695.90
Hydro Dynamic Pumping Services, Inc.	7,070.00	YES	480.00	7,550.00
Wooster Well Drilling	7,157.25	NONE	0.00	7,157.25

Staff recommends that the job be let to Hydro Dynamic Pumping Services, Inc. based upon their low base quote in the amount of $7,070.00. Hydro Dynamic's quote also recommends the placement of a three inch check valve between the well head and the irrigation system manifold in the amount of $480.00. Staff recommends proceeding with this additional work that was outside the scope of the base quote. The placement of this valve will protect the irrigation system from surges and water hammer within the pipelines.

The irrigation system at Bostrom Park is a Recreation Department capital asset. The emergency replacement of the pump and motor has not been budgeted for. It is recommended that the Commission approve a budget adjustment, transferring funds in the amount of $7,550.00 from the Recreation - Facilities Rental account (001-347.500) into the Recreation Department Machinery and Equipment account (600-64100) to cover this expense.

An electrical contractor will be required to connect the submersible pump motor to the power supply. A local contractor's initial estimate for this work is approximately $1,500 and can be initiated with a field purchase order. Budgeted funds are available in the Grounds Maintenance, Contractual Services account (406-34000) to cover this expense. While this work does not need Commission approval, it is being noted as part of the overall project cost.

Town of
LAKE PARK

Department of
PUBLIC WORKS

OWNER:

TOWN OF LAKE PARK
535 Park Ave.
Lake Park, FL. 33403

PROJECT:

IRRIGATION PUMP & MOTOR REPLACEMENT
BERT BOSTROM PARK
311 SEVENTH STREET
LAKE PARK, FLORIDA

Prepared by:

TOWN OF LAKE PARK
PUBLIC WORKS DEPARTMENT
David Hunt, Public Works Director
650 Old Dixie Highway
Lake Park, Florida 33403
Tel: 561.881.3345
Fax: 561.881.3349
e-mail: dhunt@lakeparkflorida.gov

Town of Lake Park Project No. 02-12

Contract Documents

PURPOSE OF QUOTE

The sole purpose of this quote is to provide for the Town of Lake Park the labor, equipment, and material to install a six inch submersible turbine pump with a three phase, 20 horsepower motor in an existing irrigation well located at Bert Bostrom Park (311 Seventh Street, Lake Park, Florida; Parcel No. 36434220011270010, Kelsey City Subdivision) as described in the Scope of Work section of this solicitation.

DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the quote price. All products and services must be delivered as quote. 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 of Lake Park, shall be done so at no cost to the Town, and shall not delay the completion of the project.
It is agreed by the Vendor that by signing and delivering its quote, it is accepting the terms, conditions and specifications contained in the Contract Documents. Upon award, the products/services required of this contract will be officially "ordered" through the issuance of a Town of Lake Park Purchase Order, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Vendor agrees to **not** commence work without the following:

- Fully executed Quote Form
- Providing the Town of Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a Vendor (if not already registered)
- Approved permit for the project (No Fee)
- 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.

INSTRUCTIONS TO VENDORS

1. VENDOR'S UNDERSTANDING (Additional)

Vendors 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 quotes on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Vendor from responsibility in fulfilling the contract.

The attention of Vendors is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

2. AWARD OF CONTRACT

If the Town of Lake Park chooses to award a contract, it will be to the lowest responsive and responsible Vendor, or in the opinion of the Town, to the company whose quote is most advantageous, and provides the best value. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Vendor, 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.

3. GUARANTEE

Vendor 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, Vendor certifies that it is legally able to offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Vendor certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its quote, 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.

4. EXECUTION OF CONTRACT

The selected Vendor shall furnish proof of insurance within ten (10) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Vendor to comply as required, the award may then be made to the next lowest responsible and responsive Vendor, or the work may be re-solicited, at the Town's option. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order.

5. SUBLETTING OR ASSIGNING CONTRACT

All awards will be made with the understanding that the work will be performed by the Vendor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another Vendor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Vendor be released from responsibility.

6. FEDERAL AND STATE TAX

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Vendor. Vendors or Vendors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any Vendor be authorized to use the Town's Tax Exemption Number in securing such materials.

7. **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 quote on a contract to provide any goods or services to a public entity, may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit quotes on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, sub-vendor, 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.'

8. **INSPECTOR GENERAL**

The Parties recognize that 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 that the Inspector General may demand and obtain records and testimony from the CONTRACTOR and its subcontractors or lower tier subcontractors. The CONTRACTOR understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONTRACTOR or its subcontractors or lower tier subcontractors to fully cooperate with the Office of the Inspector General when requested may be deemed by the Town to be a material breach of this Contract justifying its termination. The Office of the Inspector General is established by Palm Beach County Code Section 2-421 to 2-440. Failure to cooperate with the Office of the Inspector General shall be a violation of Palm Beach County Code, Sections 2-421 to 2-440, and is punishable by law pursuant to Section 125.69, Florida Statutes, as a second degree misdemeanor.

9. **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 Vendor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Public Works Director, David Hunt, 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.

10. **MATERIAL QUALITY & BRAND NAMES**

1) All items used in the manufacture or construction of any supplies, material or equipment covered by the Quote shall be new, not used, or remanufactured. The item(s) quoted or the components of the item(s) quoted shall be of the best quality and highest grade workmanship unless otherwise specified herein.

2) Whenever proprietary names are specified, whether or not followed by the words "or equal" it shall be subject to equals as approved and accepted as "equal" by the Owner, as it shall be the Owners' prerogative to select which products/materials meeting specifications from the information furnished by the prospective Vendor, to produce the low quote or best value to the Town. Prospective Vendors requesting consideration for an "or equal" approval shall submit a written request to the Public Works Director prior to submitting the quote.

11. ADDITIONAL INFORMATION

Requests for additional information should be referred to David Hunt, Public Works Director, at 561.881.3345.

CONTRACT AGREEMENT INFORMATION

PRELIMINARY MATTERS

BEFORE STARTING CONSTRUCTION:

The Vendor 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.

CONTRACTOR'S REGISTRATION

In order to pull a Building Permit, the Vendor must register as a Contractor in the Town of Lake Park.

BUILDING PERMIT

The awarded Contractor shall apply for a Town of Lake Park, No Fee, Building Permit.

No payment shall be made until the Contractor has scheduled and received a Final Inspection.

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. Certificate of Insurance shall be submitted to Town within ten (10) days of contract award notification (see INSTRUCTIONS TO VENDORS, paragraph 4).

The Contractor shall submit a Certificate of Liability Insurance indicating General Liability and Workers Compensation coverage, naming the Town of Lake Park as the Certificate Holder.

In addition, per the Construction Industry Licensing Board of Palm Beach County, Rules and Regulations, Chapter 67-1876, as amended, Section 3(F)(01/06):

4.) Contractors are required to provide proof of insurance during the duration of active certification. Minimum insurance for all contractors in all classifications is $100,000/$300,000 general liability and $10,000 property damage. All contractors are to furnish a license bond to be used to repair damage done to government infrastructure, in the amount of $2,000 that runs concurrently with the licensing year, or years. Further, all contractors shall furnish proof of worker's compensation insurance or accepted certificated of exemption. (01-01-06)

Provide proof of valid, Florida required commercial automobile insurance.

VENDOR'S RESPONSIBILITIES

The Contract Documents are intended to communicate the nature of the design, concept and scope of the work. The Vendor shall be responsible for the construction and coordination of the parts and all systems shall be complete, compatible and fully functional without additional costs.

PAYMENTS TO VENDOR AND COMPLETION

The Town Public Works Director, or his designee, shall perform inspections and approve applications for payments on this project. As an approved permit is required prior to the commencement of the work outlined in this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the Town, and Vendor has passed a final inspection in accordance with the permit.

HOLD HARMLESS AND INDEMNIFICATION

Vendor agrees to indemnify and hold harmless the Town of Lake Park, 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 Vendor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly.

If the Town of Lake Park 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 Vendor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, Vendor 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 quote.

B) Lump sum total for the project, and/or as indicated on the quote form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.

C) Vendor agrees that terms of the contract shall provide that the Town of Lake Park 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.

ENTIRE AGREEMENT

This contract (consisting of the Quote Form and Contract Agreement Information) 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 of Lake Park 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 of Lake Park elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town of Lake Park may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town of Lake Park, offers the Town the most advantageous opportunity to continue the project.

PERMITS, TAXES, LICENSES

Vendor 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

Vendor 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. Vendor 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. Vendor agrees to furnish the Town of Lake Park with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Vendor 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 Vendor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

SCOPE OF WORK

The Town of Lake Park is seeking quotes for the labor, equipment, and material to install a six inch submersible turbine pump with a three phase, 20 horsepower motor in an existing irrigation well located at Bert Bostrom Park (311 Seventh Street, Lake Park, Florida; Parcel No. 36434220011270010, Kelsey City Subdivision).

The work shall involve the purchase and placement of the pump and motor to the appropriate depth using 42 feet of three inch galvanized drop pipe and 60 feet of submersible cable. The pump shall be connected to the existing, three inch irrigation supply line and enough electrical wire shall be left outside the wellhead to allow for a splice free connection to the nearest junction box. Electrical connections shall be performed by others. Once power has been supplied to the unit, the contractor shall demonstrate that the pump and motor are operating properly. In addition, the contractor shall supply the Town with a 90 day parts and labor warranty along with a two year extended warranty on the pump and motor. The awarded contractor must be licensed to work in the Town of Lake Park and shall be responsible to apply for and receive a Building Permit (No Fee).

TECHNICAL SPECIFICATIONS

The following specifications are a compliment to the Scope of Work for this project. Vendors are encouraged to visit the project site to become familiar with existing and local conditions. Contact David Hunt, Public Works Director at 561.881.3345 for access to the site.

The pump and motor shall meet or exceed the following specifications:

Six inch, eight stage, Submersible Turbine Pump rated at 225 gallons per minute, including:

- Discharge adapter	Ductile Iron	Spec: ASTM 546
- Top and Intermediate Bowls	Cast Iron	Spec: ASTM A48 Class 30
- Bearings, Top & Suction Case	Rubber	Spec: Neoprene
- Impeller	304 Stainless Steel	Spec: ASTM A743 CS-8
- Pump Shaft	Stainless Steel	Spec: AISI 416 UNS S41600
- Impeller Collets	Steel	Spec: AISI 1215
- Suction Motor Bracket	Cast Iron	Spec: ASTM A48 Class 30
- Bowl Bearing	Rubber	Spec: Neoprene
- Strainer	Stainless Steel	Spec: Type: AISI 302 UNS S30200
- Low Profile, Full- Length Cable Guard	Stainless Steel	Spec: Type: AISI 302 UNS S30200
- Shaft Coupling	Stainless Steel	Spec: Type: AISI 416 UNS S41600

Six inch, 230 Volt, three phase, 20 horsepower Submersible Motor to match Pump, including:

- Epoxy coated grey iron casting
- 304 Stainless Steel motor sleeve
- Splined 17-4 PH Stainless Steel (AISI 630) shaft

- 300 & 400 Series Stainless Steel fasteners
- 304 Stainless Steel and Sintered Bronze filter
- Mechanical Seal made with Silicon Carbide Faces with Buna Elastomers
- Nitrile Rubber (NBR) diaphragm
- 304 Stainless Steel diaphragm plate
- Polyurethane sand cap
- Double insulated, heat & water resistant, #6 AWG, 600 V lead wire (or cable), running from control box to motor.
- Kingsbury type 304 Stainless Steel, high capacity thrust bearings

ANY DEVIATIONS FROM THE ABOVE SPECIFICATIONS MUST HAVE WRITTEN APPROVAL FROM THE TOWN OF LAKE PARK, PUBLIC WORKS DIRECTOR BEFORE BID SUBMITTAL.

Before installing:

- Check the motor for damage in shipping
- Check over all tools, especially the hoisting gear, for wear or damage before hoisting unit.
- Inspect the motor cable for any nicks or cuts.
- Verify the motor nameplate voltage is correct for available power supply voltage.
- Verify that the well diameter is large enough to accommodate the motor/pump unit all the way to the pump setting depth.
- For installations with tight well casings, make sure that riser pipe flanges are recessed to protect the power and control cables from abrasion and squeezing during installation.
- Verify that the motor is full of fluid before installation. To check fluid level, the motor must be upright. Make this check, even though the motor may have been filled at the factory.
- Lifting equipment must be capable of lifting the motor and attached equipment.
- If the total length of the pump motor unit (without any riser pipe) exceeds 10', the unit must be supported with a girder while hoisting. Do not remove supporting girder until unit is standing vertically in the hoist. Check for damage.

QUOTE FORM

IRRIGATION PUMP & MOTOR REPLACEMENT
BERT BOSTROM PARK

Instructions: Complete and execute these two pages, and submit in triplicate with your quote package (1 Original and 2 copies).

1. INDEMNIFICATION	Job $100.00
2. MOBILIZATION, REGISTRATION WITH TOWN, AND PERMITS (Town Permit Fee will be waived)	L.S._____
3. PROVIDE LABOR, EQUIPMENT & MATERIAL TO INSTALL 6" PUMP PER SCOPE OF WORK & TECHNICAL SPECIFICATIONS	L.S._____

In accordance with the plans and specifications noted in this Quote document, the **TOTAL BASE QUOTE** for this project is:

_____ ($_____)

NAME OF FIRM _____

ADDRESS _____

_____

PHONE# _____ FAX# _____

AUTHORIZED SIGNATURE_____

NAME & TITLE (TYPED or PRINTED)_____

POINT OF CONTACT EMAIL ADDRESS: _____

DATE: _____ TAX PAYER ID#: _____

NOTE: The Award of Contract will be based on the lowest responsive base quote.

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your quote in this section, as well as any exceptions you may have.

QUOTE FORM

IRRIGATION PUMP & MOTOR REPLACEMENT
BERT BOSTROM PARK

Instructions: Complete and execute these two pages, and submit in triplicate with your quote package (1 Original and 2 copies).

1. INDEMNIFICATION — Job $100.00

2. MOBILIZATION, REGISTRATION WITH TOWN, AND PERMITS (Town Permit Fee will be waived) — L.S. Included

3. PROVIDE LABOR, EQUIPMENT & MATERIAL TO INSTALL 6" PUMP PER SCOPE OF WORK & TECHNICAL SPECIFICATIONS — L.S. 7,995.00

In accordance with the plans and specifications noted in this Quote document, the **TOTAL BASE QUOTE** for this project is:

Eight six hundred ninety five dollars and 00/100 ($ 8,695.00)

NAME OF FIRM Aquifer Maintenance + Performance Systems, Inc

ADDRESS 7140 Haverhill Road N.
West Palm Beach FL 33407

PHONE# (561) 494-2944 FAX# (561) 494-2944

AUTHORIZED SIGNATURE

NAME & TITLE (TYPED or PRINTED) Jaime L Prindible, Comptroller

POINT OF CONTACT EMAIL ADDRESS: ampsjlp@aol.com

DATE: 7/31/12 TAX PAYER ID#: 65-0071672

NOTE: **The Award of Contract will be based on the lowest responsive base quote.**

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your quote in this section, as well as any exceptions you may have.

This includes wellhead modifications for certa lok and adding ports into wellhead, also gaskets needed and a 5" x 4" adaptor needed for existing wellhead to adapt to pump.

QUOTE FORM

IRRIGATION PUMP & MOTOR REPLACEMENT
BERT BOSTROM PARK

Instructions: Complete and execute these two pages, and submit in triplicate with your quote package (1 Original and 2 copies).

1. INDEMNIFICATION — Job $100.00

2. MOBILIZATION, REGISTRATION WITH TOWN, AND PERMITS (Town Permit Fee will be waived) — L.S. 200.00

3. PROVIDE LABOR, EQUIPMENT & MATERIAL TO INSTALL 6" PUMP PER SCOPE OF WORK & TECHNICAL SPECIFICATIONS — L.S. $7070.00

In accordance with the plans and specifications noted in this Quote document, the **TOTALBASE QUOTE** for this project is:

20hp pump & motor ($7070.00)
amended - 3" silent check valve 480.00

NAME OF FIRM Hydro Dynamic Pumping Services Inc
ADDRESS 6671 W Indiantown Rd 50-192
Jupiter FL 33458
PHONE# 561-745-8163 FAX# 561-745-8174
AUTHORIZED SIGNATURE [signature]
NAME & TITLE (TYPED or PRINTED) William Joyce
POINT OF CONTACT EMAIL ADDRESS: hydropsi@yahoo.com
DATE: 7/24/12 TAX PAYER ID#: 42-1638556

NOTE:The Award of Contract will be based on the lowest responsive basc quo

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2012

PRODUCER
Strictly Commercial Insurance
810 Saturn Street
Suite 16
Jupiter FL 33477

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Hydro Dynamic Pumping Services, Inc.
6671 West Indiantown Road
PMB 50-192
Jupiter FL 33458

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NORTH POINTE INS. CO.	
INSURER B: PROGRESSIVE EXPRESS INS. CO.	
INSURER C: FL. CITRUS BUSINESS & INDUSTRIES	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	8090019257	06/20/2012	06/20/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	016818250	06/20/2012	06/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 300,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO	None			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	None			EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	106-45530	07/21/2012	07/21/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Irrigation Pumping Products & Services

CERTIFICATE HOLDER

TOWN OF LAKE PARK, BUILDING DEPT.
535 PARK STREET

LAKE PARK, FL 33403

Fax: (561)881-3323

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE <EML>

ACORD 25 (2009/01)

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QUOTE FORM

IRRIGATION PUMP & MOTOR REPLACEMENT
BERT BOSTROM PARK

Instructions: Complete and execute these two pages, and submit in triplicate with your quote package (1 Original and 2 copies).

1. INDEMNIFICATION	Job $100.00
2. MOBILIZATION, REGISTRATION WITH TOWN, AND PERMITS (Town Permit Fee will be waived)	L.S.
3. PROVIDE LABOR, EQUIPMENT & MATERIAL TO INSTALL 6" PUMP PER SCOPE OF WORK & TECHNICAL SPECIFICATIONS	L.S. # 7057.25

In accordance with the plans and specifications noted in this Quote document, the **TOTAL BASE QUOTE** for this project is:

Seven thousand one hundred fifty-seven ($ 7157.25)
and 25/100

Lester Alvin Wooster d/b/a

NAME OF FIRM Wooster Well Drilling

ADDRESS 8936 112th Terrace North
Palm Beach Gardens, FL 33412

PHONE# 561-775-9855 FAX# 561-622-4053

AUTHORIZED SIGNATURE Alvin Wooster

NAME & TITLE (TYPED or PRINTED) Alvin Wooster

POINT OF CONTACT EMAIL ADDRESS: woosterwelldrill@bellsouth.net

DATE: 7/23/12 TAX PAYER ID#: 59-1634821

NOTE: The Award of Contract will be based on the lowest responsive base quote.

WOOWE01 OP ID: M1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/24/12

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 Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale, FL 33311 954-735-5500 954-735-2852	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Wooster Well Drilling Attn: Ms. Ruth Wooster 8936 112 Terrace North Palm Beach Garden, FL 33412	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FCCI Insurance Company — 33472 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPP00037459	06/01/12	06/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			CA00045889	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		001WC11A54082	06/01/12	06/01/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

TOWLA02

TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK,, FL 33403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Previous on List Next on List Return To List

Events **No Name History**

Detail by Entity Name

Florida Profit Corporation

HYDRO DYNAMIC PUMPING SERVICES INC.

Filing Information

Document Number	P04000098723
FEI/EIN Number	421638556
Date Filed	06/29/2004
State	FL
Status	ACTIVE
Effective Date	06/25/2004
Last Event	AMENDMENT
Event Date Filed	10/20/2005
Event Effective Date	NONE

Principal Address

6671 W INDIAN TOWN RD
PMB 50-192
JUPITER FL 33458 US

Changed 03/18/2010

Mailing Address

6671 WEST INDIANTOWN ROAD
PMB 50-192
JUPITER FL 33458 US

Changed 03/18/2010

Registered Agent Name & Address

JOYCE, WILLIAM O
6671 WEST INDIANTOWN ROAD
PMB 50-192
JUPITER FL 33478 US

Address Changed: 03/18/2010

Officer/Director Detail

Name & Address

Title P

JOYCE, WILLIAM O
6671 W INDIANTOWN RD 50-192
JUPITER FL 33458 US

Annual Reports

Report Year	Filed Date
2010	03/18/2010
2011	04/05/2011
2012	04/02/2012

Document Images

04/02/2012 -- ANNUAL REPORT	View image in PDF format
04/05/2011 -- ANNUAL REPORT	View image in PDF format
03/18/2010 -- ANNUAL REPORT	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
03/24/2008 -- ANNUAL REPORT	View image in PDF format
01/22/2007 -- ANNUAL REPORT	View image in PDF format
01/25/2006 -- ANNUAL REPORT	View image in PDF format
10/20/2005 -- Amendment	View image in PDF format
06/09/2005 -- ANNUAL REPORT	View image in PDF format
06/29/2004 -- Domestic Profit	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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Events **No Name History** Su

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State of Florida, Department of State

BOSTROM PARK
IRRIGATION PUMP MOTOR REPLACEMENT
PROJECT NO. 02-12

VENDOR	BASE QUOTE	CLARIFICATIONS / EXCEPTIONS	ASSOCIATED COSTS	PROOF OF INSURANCE	TOTAL
AMPS, INC.	$8,695.90	YES	$0.00	NO	$8,695.90
Hydro Dynamic Pumping Services, Inc.	7,070.00	YES	480.00	YES	7,550.00
Mps of West Palm Beach, Inc.	No Quote				0.00
Wooster Well Drilling	7,157.25	NONE	0.00	YES	7,157.25

TAB 9

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 9

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

SUBJECT: **Resolution to Amend the Town Classification and Pay Plan to Include the Position and Job Description of Project Manager**

RECOMMENDED MOTION/ACTION: **Approval**

Approved by Town Manager DSS **Date:** 8/9/12

Pamela McKibbon Turner 8/9/12

Name/Title Date of Actual Submittal

HUMAN RESOURCES DIRECTOR

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. #	**Attachments:** **Resolution, Project Manager Job Description, and CRA Project Manager Job Description**
Department Review: [ ] Attorney [ ] Community Development [ ] Finance [ ] Fire Dept	[ ] Grants [ ] Human Resources [ ] Information Technology [ ] Library [ ] Marina	[ ] PBSO [ ] Public Works [ ] Recreation [ ] Town Clerk [ ] Town Manager
Advertised: **Date:** **Paper:** **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or **Not applicable in this case** **BMT** **Please initial one.**

Summary Explanation/Background:

Currently a position exists within the Community Redevelopment Agency (CRA) entitled CRA Project Manager which manages, under the direction of the CRA Executive Director, all elements of public works projects within the CRA as they relate to road construction/resurfacing and concrete work. This position has managed road construction/resurfacing, concrete work, drainage, landscaping and all other projects associated with public property within the Town of Lake Park, pursuant to the direction of the Town Manager. The purpose of this Resolution is to amend the Town Classification and Pay Plan to include the new position and job description of Project Manager, which will accurately reflect the duties and requirements of this position as they are currently being performed.

A copy of the current CRA Project Manager job description is attached for ease of reference.

RESOLUTION No. 19-08-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CLASSIFICATION AND PAY PLAN TO ADD THE POSITION AND JOB DESCRIPTION OF PROJECT MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (Town) is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla. Stat; and

WHEREAS, the Town has established a Classification and Pay Plan (Plan) which establishes positions and their rates of pay based upon the similarity of duties and responsibilities of employees; and

WHEREAS, the Plan has established the pay scale for employees so that the same qualifications are reasonably required for the same schedule of pay, and the rate of pay is applied equally to all positions in the same class; and

WHEREAS, it is necessary to amend the Plan to provide an updated listing of certain current titles and classifications within the Town service,

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

Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.

Section 2. The Plan is hereby amended to include the position and job description of Project Manager. A copy of the revised job description is attached hereto and incorporated herein in Exhibit "A".

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

EXHIBIT A

PROJECT MANAGER

JOB CODE: 617
DEPARTMENT: PUBLIC WORKS

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager and Public Works Department Director, manages all elements of public works projects in the Town of Lake Park from the planning phase through construction, completion and close out, as it relates to road construction/resurfacing, concrete work, drainage, landscaping, and all other projects associated with public property. This position reports to the Town Manager and performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the project manager.

Project Management:

Develops scope and budget for capital projects; performs quality assurance/quality control (QA/QC) review of design and contract documents prepared by staff or consultants for assigned projects; prepares contract documents, including specifications, for formal Request for Proposals (RFP) and Request for Qualifications (RFQ) procedures; administers contracts and ensures that project work product complies with contract and project requirements; ensures that capital project design complies with local, state and federal regulations.

Construction Management:

Administers bidding processes for capital projects, coordinates contractor and Town operations and maintenance activities; ensures that contractor operations and work product complies with contract requirements and applicable local, state and federal regulations; initiates or reviews and approves design changes; resolves design and construction problems; reviews and approves contractor pay requests; negotiates subcontract change orders; monitors project expenditures and budgets; ensures delivery of projects on time and within established budgets.

Planning and Design:

Oversees development and execution of scope of the planning or design activity with staff and develops products of the planning activity (conceptual sketches, project communication and stakeholder involvement plans, meetings, etc…). Extensively coordinates and communicates with staff, property owners, and regulatory agencies.

REQUIREMENTS:

A. Education and Experience:

1. Bachelor's degree from an accredited college or university in Construction Management or Civil Engineering preferred.
2. Five years' experience in capital project management and project budgetary control in road construction/resurfacing and concrete work.
3. Must be computer literate in Microsoft Word, Excel, and other related program management software programs.
4. Candidates must possess a valid driver's license and will be required to provide a certified driving record acceptable to the Town as a condition of employment.

B. Knowledge, Skills and Abilities:

1. Ability to work independently and as part of a team.
2. Must possess excellent planning, communication, reasoning and decision-making skills.
3. Must have excellent English written and verbal communication skills.
4. Must possess advanced knowledge of the principals and practices regarding project management and execution.
5. Ability to work in the discipline areas associated with complex projects (i.e. planning, landscaping, civil engineering, construction management), particularly in specialized technical areas such as road resurfacing, drainage, and sidewalk replacement.
6. Ability to develop standard contract provisions for use on capital and development projects; performs QA/QC peer review of contract documents prepared for projects and assists operations and maintenance teams with technical and construction problems.
7. Ability to negotiate contracts through an RFP or RFQ process.
8. Ability to respond to inquiries, complaints and questions from the public, or Town staff.
9. Ability to prepare a variety of studies, reports and related information for decision-making purposes.
10. Ability to establish and maintain internal control procedures and assure that state and national standard accounting procedures are maintained.
11. Ability to develop five-year master plans for road resurfacing, drainage, and sidewalk replacement.

12. Ability to develop specifications and bid packages for asphalt resurfacing, drainage, and sidewalk replacement.
13. Ability to confirm contractor compliance with projects' scope of work and cost estimates.
14. Ability to review construction budgets, provide budget reports, prepare and process draws or contractor payment requests.
15. Ability to coordinate project work with all involved utility companies.

PHYSICAL REQUIREMENTS:

While performing the duties of this job, the employee is frequently required to sit, talk, hear, use hands to handle objects, tools, and to reach with hands and arms. The employee will be required to stand, walk, stoop and bend a considerable amount of time. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include good vision to include night vision and normal depth perception

ENVIRONMENTAL REQUIREMENTS:

Work is performed indoors and outdoors. May work in noisy areas, and/or be exposed to hazards such as vehicle traffic, dampness, direct sunlight, dust, machinery or moving parts. Protective clothing may be required for completion of some job assignments including safety equipment, hard hats and/or other protective equipment.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

CRA

TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY
PROJECT MANAGER

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Community Redevelopment Agency (CRA) Executive Director, and Public Works Department Director, manages all elements of public works projects in the Lake Park CRA Area from the planning phase through construction, completion and close out, as it relates to road construction/resurfacing and concrete work. This position reports to the CRA Executive Director and performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the project manager.

Project Management:

Develops scope and budget for capital projects; Performs quality assurance/quality control review of design and contract documents prepared by staff or consultants for assigned projects, administers contracts and ensures that project work product complies with contract and project requirements; ensures that capital project design complies with local, state and federal regulations.

Construction Management:

Administers bidding processes for capital projects, coordinates contractor and Town operations and maintenance activities; ensures that contractor operations and work product complies with contract requirements and applicable local, state and federal regulations; initiates or reviews and approves design changes; resolves design and construction problems; reviews and approves contractor pay requests; negotiates subcontract change orders; monitors project expenditures and budgets; ensures delivery of projects on time and within established budgets.

Planning and Design:

Oversees development and execution of scope of the planning or design activity with staff and develops products of the planning activity (conceptual sketches, project communication and stakeholder involvement plans, meetings, etc...). Extensively coordinates and communicates with staff, property owners, and regulatory agencies.

approved
12/19/07

REQUIREMENTS:

A. Education and Experience:

1. Bachelor's degree from an accredited college or university in Construction Management or Civil Engineering preferred, but not required.
2. Five years' experience in capital project management and project budgetary control in road construction/resurfacing and concrete work.
3. Must be computer literate in Microsoft Word, Excel, and other related program management software programs.
4. Candidates must possess a valid driver's license and will be required to provide a certified driving record acceptable to the Town as a condition of employment.

B. Knowledge, Skills and Abilities:

1. Ability to work independently and as part of a team.
2. Must possess excellent planning, communication, reasoning and decision-making skills.
3. Must have excellent English written and verbal communication skills.
4. Must possess advanced knowledge of the principals and practices regarding project management and execution.
5. Ability to work in the discipline areas associated with complex projects (i.e. planning, landscaping, civil engineering, construction management), particularly in specialized technical areas such as road resurfacing and sidewalk replacement.
6. Ability to develop standard contract provisions for use on capital and development projects; performs QA/QC peer review of contract documents prepared for projects and assists operations and maintenance teams with technical and construction problems.
7. Ability to responds to inquiries, complaints and questions from the public, or Town staff.
8. Ability to prepare a variety of studies, reports and related information for decision-making purposes.
9. Ability to establish and maintain internal control procedures and assure that state and national standard accounting procedures are maintained.
10. Ability to develop five-year master plans for road resurfacing and sidewalk replacement.
11. Ability to develop specifications and bid packages for asphalt resurfacing and sidewalk replacement.
12. Ability to contractor scope of work and cost estimates per project scope.
13. Ability to review construction budgets, provide budget reports, prepare and processes draws or contractor payment requests.
14. Ability to coordinate project work with all involved utility companies.

PHYSICAL REQUIREMENTS:

While performing the duties of this job, the employee is frequently required to sit, talk, hear, use hands to handle objects, tools, and to reach with hands and arms. The employee will be required to stand, walk, stoop and bend a considerable amount of time. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include good vision to include night vision and normal depth perception

ENVIRONMENTAL REQUIREMENTS:

Work is performed indoors and outdoors. May work in noisy areas, and/or be exposed to hazards such as vehicle traffic, dampness, direct sunlight, dust, machinery or moving parts. Protective clothing may be required for completion of some job assignments including safety equipment, hard hats and/or other protective equipment.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

Board Membership

TAB 10

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 10

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

SUBJECT: **Board Membership Reappointment for the Library Board**

RECOMMENDED MOTION/ACTION: **To Reappoint one (1) Regular Member to the Library Board**

Approved by Town Manager _____ **Date:** 8/9/12

Shari Canada, CMC Deputy Town Clerk
Name/Title

July 25, 2012
Date of Actual Submittal

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

Summary Explanation/Background: The Library Board has one regular membership that will expire on September 2, 2012. The Town Clerk's Office has received one application for the reappointment of one member to the Board, which is attached for review. The ballot is attached as well.

The Town of Lake Park

LAKE PARK TOWN HALL NATIONAL HISTORIC SITE
"Jewel of the Palm Beaches"

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Moss (Last) Candace (First) _____ (Middle)

Address: 1020 Lake Shore Dr. #203, Lake Park FL 33

Telephone: home 412-901-0726 work _____ cell _____

E-Mail Address mosscandace@yahoo.com

	Yes	No
Are you a resident of Lake Park	X	☐
Are you a non-resident business owner in Lake Park	☐	☐
Are you a registered voter (Response to this question is not mandatory)	☐	☐
Do you currently serve on a Town Board or Committee	X	☐
If so, which one(s): Library or Construction (if needed)		
Have you been convicted of a crime	☐	X

If so, when? _____ where? _____

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

Choice #	Board	Choice #	Board
☐ _____	Code Compliance *	☐ _____	Tree Board
☐ _____	CRA Board (Community Redevelopment Agency)	☐ _____	Planning & Zoning/Historic Preservation Board *
☐ _____	Harbor Marina Advisory Board		
X 2	Construction Board of Adjustments & Appeals	X 1	Library Board

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

Your Name: Candace Moss

Please indicate the reason for your interest in your first and second choices:
Have background in construction litigation and have been on the library board since 07'

Number of Meetings of the above boards you have attended in the past six months: 5 (library - no meet in Jan

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

What is/was your profession or occupation: Attorney
How long: 10yrs.

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

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

Feel free to attach additional sheets if required. Also, please attach your resume, if available.
Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

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

Signature: Candace Moss Date: 7/7/12

BALLOT

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER LIBRARY BOARD WITH TWO ALTERNATES.

THE FOLLOWING BOARD APPLICANT REQUEST RE-APPOINTMENT AS A REGULAR MEMBER TO THE LIBRARY BOARD.

Applicant:	Yes	No
Candace Moss (as regular)	_____	_____

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

TAB 11

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 11

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

SUBJECT: **Board Membership Appointment for the Planning and Zoning Board**

RECOMMENDED MOTION/ACTION: **To Appoint one (1) Alternate Member to the Planning and Zoning Board**

Approved by Town Manager DSS **Date:** 8/9/12

Shari Canada, CMC Deputy Town Clerk
Name/Title

July 27, 2012
Date of Actual Submittal

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

Summary Explanation/Background: The Planning and Zoning Board has one alternate membership that is open. The Town Clerk's Office has received one application for the appointment of one alternate member to the Board, which is attached for review. The ballot is attached as well.

The Town of Lake Park

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Zuravlov Eugene —
Last First Middle

Address: 128 E. Jasmine Dr, Lake Park, FL 33403

Birthday: Month: 1 Day: 6

Telephone: home — work — cell 251-455-8329

E-Mail Address EZURAVLOV@HOTMAIL.COM

	Yes	No
Are you a resident of Lake Park	☑	☐
Are you a non-resident business owner in Lake Park	☐	☑
Are you a registered voter (Response to this question is not mandatory)	☑	☐
Do you currently serve on a Town Board or Committee	☐	☑
If so, which one(s):		
Have you been convicted of a crime	☐	☑
If so, when? _____ where? _____		

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

Choice #	Board	Choice #	Board
☐ 2	Code Compliance *	☐	Tree Board
☐ 4	CRA Board (Community Redevelopment Agency)	☐ 5	Planning & Zoning/Historic Preservation Board *
☐ 1	Harbor Marina Advisory Board		
☐ 3	Construction Board of Adjustments & Appeals	☐	Library Board

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

Your Name: Eugene ZUKAUCKAS

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

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

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

What is/was your profession or occupation: LAWYER

How long: 1 YR

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: FIELD WORK THROUGHOUT BUSINESS INTERACTION

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

Feel free to attach additional sheets if required. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

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

Signature: E. Z Date: 7-25-12

Eugene Zuravlov, J.D.

128 East Jasmine Drive
Lake Park, Florida 33403
251-455-8329

Professional Statement: Focused, efficient, disciplined strategic thinking professional, who continuously installs quality into every process, creating lean results and competitive advantage.

Professional Summary: Experienced in drafting and/or arguing:

- Various Complaints
- An Answer
- Various Memoranda of Law
- Various motions (i.e. Summary Judgment, Compel, 12(b)(6))
- Discovery requests
- Appellate Brief

Conducted three simulated direct examinations
Conducted a simulated opening statement
Conducted a simulated cross examination of an expert witness
Provided simulated legal advice to two artificial clients
Proficient on WestLaw

EDUCATION

Massachusetts School of Law, Andover, MA
Juris Doctor, June 2011
California State University, Northridge, CA
BS, Business Administration, Option Business Law, Minor: Philosophy, August 2007
G.P.A. 3.00

EXPERIENCE

Independent 9/1/07 – Present	Intensive business field applications.
Legal Assistant 9/30/11-5/4/12 (Retired)	**Social Security Administration** – ODAR, Mobile, AL Processed, and Exhibited electronic Records, ran queries, and scanned them into E-view, was a stenographer for several hearings.
Legal Intern 6/10-7/10 1/11-5/11	**Law Office of Ann K. Barber,** Windham, NH Observe privileged communications. Conduct one on one case analysis with an Attorney and forecast counterclaims. Provide strategic direction in any case with intent to minimize risk of loss to client. Attend court hearings and organize case files.

United States Navy, Sigonella, Sicily

Administrator
12/00-8/04

Maintained critical records for nine aircraft. Discovered and corrected fatal errors in aircraft records that saved numerous man hours through preventive maintenance. Improved aircraft readiness by supervising inspections and ensuring flawless documentation. Standardized aircraft discrepancy records providing pilots a meticulous presentation prior to flight.

Awards and Medals

Letter of Commendation, Rear Admiral

- Presented in 2002 for standardizing aircraft discrepancy records in an outstanding state of readiness prior to a fleet inspection

Letter of Commendation, Vice Admiral

- Presented in 2003 for saving the Navy over $100,000 and numerous man hours

National Defense Service Medal

- Awarded for honorable active service between September 11, 2001 to a closing date to be determined

NATO Medal

- Awarded for serving under a NATO command in Sicily, Italy.

Global War on Terrorism Medal (Service)

- Awarded for being deployed in support of Operation Iraqi Freedom

Iraq Campaign Medal

Certification/Licensure

Florida Teacher License No. 1175205

LANGUAGE

Proficient in Russian

BALLOT

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING & ZONING BOARD WITH TWO ALTERNATES. WE HAVE A NEW APPLICANT FOR THIS BOARD AS AN ALTERNATE MEMBER.

Alternate Member

	Yes	No
Eugene Zuravlov	____	____

• NO OTHER APPLICATIONS HAVE BEEN RECEIVED

Discussion And Possible Action

TAB 12

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 12

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

SUBJECT: Appointment of Marina Task Force Members to Specifically Address Parking and Circulation Issues at the Lake Park Harbor Marina

RECOMMENDED MOTION/ACTION: Each member of the Town Commission is being asked to appoint one citizen to serve on a Task Force to deal with Marina parking, traffic flow, and revenue generation issues.

Approved by Town Manager DSS **Date:** 8/8/12

DALE S. SUGARMAN / TOWN MANAGER
Name/Title

8/8/12
Date of Actual Submittal

Originating Department: Town Manager	Costs: $ 0.00 Funding Source: Acct. # N/A	**Attachments:** None
Department Review: [ ] Attorney [ ] Community Development [x] Finance [ ] Fire Dept	[ ] Grants [ ] Human Resources [ ] Information Technology [ ] Library [x] Marina	[ ] PBSO [x] Public Works [ ] Recreation [ ] Town Clerk [x] Town Manager
Advertised: Date: Paper: [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case DSS **Please initial one.**

Summary Explanation/Background:

As previously discussed with members of the Town Commission, from time to time I am going to ask the Commission to appoint a project-specific task force of citizens to help the Town deal with on-going issues. The first task force that I am requesting be appointed is a:

MARINA TASK FORCE

Just as a reminder, this is how the citizen Task Force concept works. Each Task force has:

- A fixed beginning and a fixed ending time (no more than 6 months).
- Specific assignments of work.
- Staff support to the task force (led by the town manager).

The Task Force that is being requested to be created will have the following 3 assignments:

1) Dealing with parking at the Marina (including the configuration of the existing lot and better integration of the corner lot at US 1 and Silver Beach Road).

2) Dealing with traffic flow at the Marina (including abandoning the current right-of-way of Lake Shore Drive which cuts through the lower parking lot, reconfiguring the existing lot to accommodate the larger trucks and boat trailers, tearing down the existing wall, and integrating the corner lot).

3) Developing alternatives for enhancing revenues both through a reconfiguration of the existing lots, and finding a way to better utilize our daily boat launch ramp and supporting facilities.

Once the five members of the Marina Task Force are appointed by the Commission, I will call the first meeting of the Task Force and our six month period of time will begin.

Staff support for this Task Force include:

Jamie Hart- Marina Director
Dave Hunt- Public Works Director
Richard Pittman- Project Manager
Blake Rane- Finance Director

TAB 13

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 13

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

SUBJECT: Authorizing the Mayor to Execute the Eighth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the period beginning October 1, 2012 through September 30, 2013.

RECOMMENDED MOTION/ACTION: Authorize the Mayor to execute the Eighth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the period beginning October 1, 2012 through September 30, 2013.

Approved by Town Manager DSS **Date:** 8/1/12

DALE S. SUGERMAN / TOWN MANAGER
Name/Title

AUGUST 1, 2012
Date of Actual Submittal

Originating Department: Town Manager	Costs: $ 2,571,200.00 Funding Source: General Fund Ad Valorem Taxes Acct. # 001-52-521-200-34010	**Attachments:** • Proposed Eighth Amendment • Original Base *Agreement* (10/1/2001)
Department Review: [ ] Attorney_____ [ ] Community Development___ [X] Finance BKR [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources_____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [ ] Public Works_____ [ ] Recreation _____ [ ] Town Clerk _____ [X] Town Manager_____
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case DSS **Please initial one.**

Summary Explanation/Background:

Sheriff Ric L. Bradshaw and his Palm Beach County Sheriff's Office (PBSO) have offered to continue to provide police protection services to the Town of Lake Park for the fiscal year beginning October 1, 2012 and continuing through September 30, 2013. The cost for the next year of police protection services is $2,571,200.00. This is the same cost compared to the current year. In all other respects the contractual relationship is not changing.

Attached to this agenda item is the original base agreement (October 1, 2001) which is now being proposed with its eighth addendum.

If the Commission desires to terminate the contract with PBSO, such termination would be governed by Section 11.1 Notice and Section 11.7 Termination of the base agreement. Section 11.7 reads as follows:

11.7 Termination. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

Should the Town Commission desire to cancel the proposed agreement prior to its expiration, it would have to provide PBSO with appropriate notice before March 29, 2013.

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

This Eighth 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, and a Seventh Addendum effective October 01, 2011 (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the fourth 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. In accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2012 through September 30, 2013, as follows: The total cost of personnel and equipment shall be $2,571,200.00. The monthly payments shall be $214,266.67. The last monthly payment shall be $214,266.63.

2. 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 the 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 Lemley, Town Clerk

DATE: _____

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AGREEMENT FOR POLICE SERVICES

BETWEEN

THE TOWN OF LAKE PARK, FLORIDA

AND

THE SHERIFF OF PALM BEACH COUNTY, FLORIDA

October 1, 2001

TABLE OF CONTENTS

ARTICLE 1

DEFINITIONS 1

1.1 DEFINED TERMS 1

1.1.1 Agreement 1
1.1.2 Ancillary Services. 1
1.1.4 Applicable Laws 1
1.1.5 Consideration. 1
1.1.6 District Commander. 2
1.1.7 Effective Date 2
1.1.8 Employees 2
1.1.9 Employment Applicants. 2
1.1.10 Equipment 2
1.1.11 Facilities 2
1.1.12 Fair Market Value of Equipment and Vehicle Fleet. 2
1.1.13 Lease. 2
1.1.14 Liens 2
1.1.16 PBSO's Address. 2
1.1.17 Patrol Unit. 2
1.1.18 Person 3
1.1.19 Police Headquarters 3
1.1.20 Services 3
1.1.21 Term 3
1.1.22 Termination Date 3
1.1.24 TOWN's Address 3
1.1.25 TOWN Boundaries 3
1.1.27 Town District Employees 3
1.1.28 Town Manager. 4
1.1.29 Uniformed Officer 4
1.1.30 Vehicle Fleet 4

1.2 INTERPRETATION 4
1.3 ACCOUNTING TERMS 4
1.4 CROSS REFERENCES 4
1.5 DRAFTING 4

ARTICLE 2

GENERAL 4

2.1 CONTRACTOR RELATIONSHIP 4
2.2 NO PARTNERSHIP 4
2.3 TERM 5
2.4 TRANSITION PERIOD 5
2.5 REPRESENTATIONS AND WARRANTIES OF TOWN 5

2.5.1 Existence 5
2.5.2 Enforceable 5
2.5.3 Breach 5
2.5.4 Vehicles and Equipment 6

2.5.5 Employees 6
2.5.6 Employee Claims 6
2.5.7 Accuracy 6
2.6 REPRESENTATIONS AND WARRANTIES OF PBSO 6
2.6.1 Duly Elected 6
2.6.2 Enforceable 6
2.6.3 Breach 7
2.6.4 Compliance 7
2.6.5 Accuracy 7

ARTICLE 3

STAFFING AND EMPLOYMENT STRUCTURE 7
3.1 STAFFING 7
3.2 RETAINING EMPLOYEES 7
3.3 NO EMPLOYMENT RESPONSIBILITY 7
3.4 OBLIGATIONS 8
3.5 SENIORITY 8
3.6 OPPORTUNITIES 8
3.7 ASSIGNMENT OF POLICE POWERS 9
3.8 EDUCATION 9

ARTICLE 4

FACILITIES AND EQUIPMENT 9
4.1 TRANSFER OF CURRENT VEHICLE FLEET AND EQUIPMENT 9
4.2 RETRANSFER OF EQUIPMENT, VEHICLE FLEET AND FACILITIES 9

ARTICLE 5

DISTRICT COMMANDER 10
5.1 DISTRICT COMMANDER. 10
5.2 LOCATION OF DISTRICT COMMANDER 10

ARTICLE 6

CONSIDERATION 10
6.1 CONSIDERATION 10
6.2 ADDITIONAL CONSIDERATION 10
6.2.1 Traffic Funds. 11

ARTICLE 7

FINES, FORFEITURES, REVENUES: PAYMENT, AND EVIDENCE 11
7.1 STATUTORY FEES FOR LAW ENFORCEMENT USE/LAW ENFORCEMENT EDUCATION FUNDS 11
7.2 GRANT FUNDS AND MISCELLANEOUS REVENUES. 11
7.3 RETURN OF UNUSED FUNDS. 11
7.4 SEIZED FUNDS. 12
7.5 EVIDENCE. 12

ARTICLE 8
INSURANCE 12
8.1 PBSO's OBLIGATIONS. 12
8.2 TOWN'S OBLIGATIONS. 12

ARTICLE 9
DEFAULT 12
9.1 DEFAULTS. 12
9.1.1 Payment 12
9.1.2 Performance of Services 12
9.1.3 Other Performance 12
9.1.4 Bankruptcy of Defaulting Party 12
9.1.5 Default 13
9.2 REMEDIES 13
9.3 INTEREST AND LATE CHARGES 13
9.4 SEPARABILITY 13
9.5 WAIVER 13
9.6 FORCE MAJEURE 14
9.7 ATTORNEYS' FEES 14
9.8 PBSO ACKNOWLEDGMENT. 14
9.9 PARTIES' RIGHT TO TERMINATE 14

ARTICLE 10
INDEMNIFICATION 14
10.1 PBSO'S OBLIGATIONS 14
10.2 TOWN'S OBLIGATIONS 15
10.3 NO DUTY OF INDEMNIFICATION 15
10.4 SOVEREIGN IMMUNITY 15

ARTICLE 11
MISCELLANEOUS 15
11.2 NON-ASSIGNABILITY 15
11.3 TIME OF THE ESSENCE 15
11.4 ENTIRE AGREEMENT 15
11.5 APPLICABLE LAW 16
11.6 WAIVER OF RIGHTS 16
11.7 TERMINATION. 16

SCHEDULE 2
CONSIDERATION S2-1

SCHEDULE 3.0
LIST OF EMPLOYEES RETAINED BY PBSO S3-1

SCHEDULE 3.1
EMPLOYMENT APPLICANTS S3.1-1

SCHEDULE 4
VEHICLE FLEET S4-1

SCHEDULE 5
LIST OF EMPLOYEE CLAIMS
AND
POTENTIAL CLAIMS S5-1

SCHEDULE 6
STAFFING SCHEDULE S6-1

EXHIBIT A
CONTRACT AMENDMENT DUE TO ANNEXATION EXA-1

EXHIBIT B
TOWN BOUNDARIES EXB-1

EXHIBIT C
LEASE AGREEMENT EXC-1

EXHIBIT "1"
TO LEASE EXC-1-1

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [ ] day of [ ], 2001, is made by and between the TOWN and PBSO.

WITNESSETH:

WHEREAS, the TOWN has heretofore maintained a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining the high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the TOWN is desirous of maintaining its municipal police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, PBSO has agreed to render to the TOWN a high level of professional police service, and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINED TERMS. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN and PBSO.

1.1.2 Ancillary Services. "Ancillary Services" shall mean those other services listed on the attached Schedule 1 under the heading "Ancillary Services" which PBSO shall provide to the TOWN during the Term.

1.1.3 Annexed Town Boundaries. "Annexed Town Boundaries" includes the current TOWN boundaries and any area or areas that may be annexed in the future as delineated in Exhibit A.

1.1.4 Applicable Laws. "Applicable Laws" shall mean, with respect to any Person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such Person, and all orders or decrees of all courts and arbitrators in proceeding or actions to which the Person in question is a party or by which it or any of its property may be bound.

1.1.5 Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by PBSO, as set forth in the attached Schedule "2" hereof.

1.1.6 District Commander. "District Commander" shall mean the Person who will be deemed to be the Chief of Police of the Town and who is responsible for the actions of the PBSO employees who provide the Services and other matters related to providing Services in the TOWN. The District Commander shall be a sworn pay grade 41 in PBSO's pay scale and shall be the equivalent of an Administrative Lieutenant rank.

1.1.7 Effective Date. "Effective Date" shall mean October 1, 2001.

1.1.8 Employees. "Employees" shall mean each of the employees who (a) provide police related services for the TOWN, (b) are listed on the attached Schedule "3.0", and c) are retained by PBSO after the Effective Date.

1.1.9 Employment Applicants. "Employment Applicants" shall mean those individuals listed on Schedule 3.1 who are currently employees of the TOWN and who will be provided employment at PBSO, if, in the discretion of PBSO the Employment Applicants meet PBSO standards.

1.1.10 Equipment. "Equipment" shall mean the equipment (a) owned by the TOWN and used by the TOWN prior to the Effective Date in providing police related services within the TOWN, (b) listed on the attached Schedule "4" under the heading "Equipment".

1.1.11 Facilities. "Facilities" shall mean the Premises (as defined in the Lease Agreement) which are leased to PBSO pursuant to the Lease.

1.1.12 Fair Market Value of Equipment and Vehicle Fleet. "Fair Market Value of Equipment and Vehicle Fleet" shall mean the fair market value of the Equipment and Vehicle Fleet as of the Effective Date as determined by an appraiser, mutually chosen by the parties hereto, who is a member of an appraisal institute or business valuation society that is held in repute in the State of Florida. The Fair Market Value of Equipment and Vehicle Fleet shall be established by such appraiser in accordance with recognized methods of business valuation.

1.1.13 Lease. "Lease" shall mean the Lease attached hereto as Exhibit "C" whereunder the TOWN shall lease to PBSO, and PBSO shall lease from the TOWN, the Facilities.

1.1.14 Liens. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

1.1.15 PBSO. "PBSO" shall mean the duly elected and qualified Sheriff of Palm Beach County, Florida.

1.1.16 PBSO's Address. "PBSO's Address" shall mean Palm Beach Sheriff's Office, 3228 Gun Club Road, West Palm Beach, FL 33406-3001, Telecopy Number (561) 688-3175.

Attention: Sheriff, Undersheriff, and Chief Legal Advisor. PBSO shall be responsible for notifying TOWN of any name or address changes.

1.1.17 Patrol Unit. "Patrol Unit" shall mean one Uniformed Officer and all standard police support equipment.

1.1.18 Person. "Person" shall mean any individual, corporation, professional association, partnership, limited liability company, trust, unincorporated organization, any other entity or government, municipality or any agency or political subdivision thereof.

1.1.19 Police Headquarters. "Police Headquarters" shall mean that portion of the premises located described in Exhibit C, the Lease Agreement.

1.1.20 Services. "Services" shall mean the aggregate of all police services, 911 emergency, and communications services to be provided by PBSO pursuant to this Agreement as more particularly described on the attached Schedule "1".

1.1.21 Term. "Term" shall mean four (4) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto.

1.1.22 Termination Date. "Termination Date" shall mean September 30, 2005.

1.1.23 TOWN. "TOWN" shall mean the Town of Lake Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Palm Beach County, Florida.

1.1.24 TOWN's Address. "TOWN's Address" shall mean 535 Park Avenue, Lake Park Florida 33403, Attention: Mayor, Vice-Mayor, Commissioners, Town Manager, and Town Attorney. TOWN shall be responsible for notifying PBSO of any name or address changes.

1.1.25 TOWN Boundaries. "TOWN Boundaries" shall mean the area within the municipal boundaries of the TOWN shown on the attached Exhibit "B".

1.1.26 TOWN District. "Town District" shall mean (a) the Town Boundaries, or (b) the Annexed Town Boundaries on the date the TOWN's annexation plan becomes effective after the Palm Beach County Commission approves such annexation plan, provided PBSO has received the required notification set forth in Article 11.1.

1.1.27 Town District Employees. "Town District Employees" shall mean those persons who, from time to time, will provide Police Services to the TOWN including any (a) Employees defined in Article 1.1.8, (b) PBSO employees assigned to the TOWN, and (c) other Persons contracted by PBSO to provide such services to the TOWN.

1.1.28 Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN.

1.1.29 Uniformed Officer. "Uniformed Officer" shall mean a uniformed deputy employed by PBSO who patrols the TOWN District.

1.1.30 Vehicle Fleet. "Vehicle Fleet" shall mean the vehicles (a) owned by the TOWN, (b) used by the TOWN prior to the Effective Date in providing Services within the TOWN, and c) listed on the attached Schedule "4" under the heading "Vehicle Fleet."

1.2 INTERPRETATION. Each definition of an agreement in this Agreement shall, unless otherwise specified, include such agreement as modified, amended, restated or supplemented from time to time, and except where the context otherwise requires, the singular shall include the plural and vice vera. Except where otherwise specifically restricted, reference to a party to this Agreement includes that party and its permitted successors and assigns. The captions or headings in this Agreement are for convenience only and in no way limit the scope or intent of any provision of this Agreement.

1.3 ACCOUNTING TERMS. All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

1.4 CROSS REFERENCES. Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

1.5 DRAFTING. This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

ARTICLE 2
GENERAL

2.1 CONTRACTOR RELATIONSHIP. TOWN hereby retains PBSO as an independent contractor to provide the Services within TOWN, subject to the terms and conditions contained herein. Notwithstanding PBSO's independent contractor status hereunder, PBSO and the Town District Employees shall have the power and authority granted by the TOWN in Section 3.7. hereof. In addition, PBSO shall also provide the Ancillary Services for the benefit of the TOWN, subject to availability, when PBSO deems same necessary or desirable.

2.2 NO PARTNERSHIP. The relationship between the TOWN and PBSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor PBSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and PBSO shall remain their own employees, agents or

representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and PBSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

2.3 TERM. This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise extended or terminated as set forth herein. The parties shall have two options to extend the Term for an additional four (4) years upon the same terms and conditions contained herein, except that the Consideration payable hereunder shall be mutually agreed to by parties and shall be limited to an annual percentage increase not to exceed eight percent (8%), per Article 6 hereof. PBSO shall provide the TOWN with written documentation to support any percentage rate increase or other change impacting the Consideration amount. The parties may exercise this option by providing the other party with written notice of the party's desire to extend the Term at their respective addresses set forth in Article I at least one hundred eighty (180) days prior to the expiration of the initial Term. Upon receipt of such notice, the receiving party shall indicate its acknowledgment thereof in writing, delivered to the notifying party no later than twenty (20) days from the receipt of the notice. The parties will commence negotiating in good faith an extension of the Term upon receipt of the notice to exercise the option, and upon reaching an agreement, the parties will take such action and shall execute such documentation as necessary or desirable to effectuate such extension. If the parties are unable to reach an agreement by the ninetieth (90th) day prior to the expiration of the Term, this option shall terminate and this Agreement shall automatically terminate on the Termination Date.

2.4 TRANSITION PERIOD. Until the expiration or earlier termination of this Agreement, PBSO shall continue to provide the Services in the manner required herein. If the TOWN determines that it will be unable to provide adequate police related services through its own police force beginning on the day this Agreement is to expire or earlier terminate and upon providing PBSO with at least thirty (30) days prior written notice of same, the Term shall automatically extend upon the same terms and conditions set forth herein (including annual percentage increases not to exceed eight percent (8%), as more fully described in Article 6.1) for the shorter of (a) twenty-four (24) months, or (b) at least one hundred eighty (180) days after PBSO's receipt of the TOWN's written notice that it capable of providing adequate police related service.

2.5 REPRESENTATIONS AND WARRANTIES OF TOWN. The TOWN represents, warrants and covenants to PBSO as of the date hereof and throughout the Term that:

2.5.1 Existence. The TOWN is and will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection therewith;

2.5.2 Enforceable. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.5.3 Breach. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for

termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) result in the creation of any Lien upon the Equipment or the Vehicle Fleet, or result in the violation by the TOWN of any provision of any Applicable Law, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.5.4 Vehicles and Equipment. The TOWN has good and marketable title to the Equipment and the Vehicle Fleet, each subject to no Lien in favor of any third party.

2.5.5 Employees. Schedule "3.0" lists the name of each Employee together with such Employee's rank and accrued sick days, vacation days, personal days and any other accrued leave or benefits as of the Effective Date and the date such Employee was originally employed by or certified with the TOWN.

2.5.6 Employee Claims. There are currently no disputes, grievances, charges, complaints or proceedings, and the TOWN has no knowledge of facts or circumstances that could result in a grievance, charge, complaint or proceeding involving any Employee or any collective bargaining representative of the Employees which would have a material adverse effect on this Agreement or the TOWN's or PBSO's obligations hereunder, except as otherwise disclosed herein. No Employee has any claim against the TOWN known to the TOWN on account of (a) overtime pay, other than overtime pay for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) vacation, compensatory time, time off or pay in lieu of vacation or time off, other than that earned in respect of the current calendar year; or (d) any violation of any Applicable Law relating to minimum or maximum hours of work other than, in each case, those disclosed herein. Employee claims for accrued and unpaid sick days, accrued and unpaid vacation days, accrued and unpaid personal days and other accrued and unpaid leave time and compensatory time are listed in the attached Schedule "3.0." All other Employee claims or potential claims which are required to be disclosed pursuant to the terms of this Agreement are listed on the attached Schedule "5." The TOWN shall be responsible for all claims listed on Schedule 5, and any claims resulting from incidents which occurred prior to the Effective Date that were not filed until after the Effective Date.

2.5.7 Accuracy. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

2.6 REPRESENTATIONS AND WARRANTIES OF PBSO. PBSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement that:

2.6.1 Duly Elected. PBSO is the duly elected or appointed, qualified and incumbent Sheriff of Palm Beach County, Florida, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this

Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

2.6.2 Enforceable. This Agreement has been duly executed and delivered by PBSO and constitutes the valid and legally binding obligation of PBSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.6.3 Breach. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which PBSO is a party or by which PBSO is bound, (b) result in the violation by PBSO of any provision of any Applicable Law, (c) violate or conflict with any charter or other document governing the actions of PBSO, or (d) require PBSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. PBSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.6.4 Compliance. PBSO has complied and will comply with all Applicable Laws relating to the performance of the Services and the employment of the Town District Employees.

2.6.5 Accuracy. No representation or warranty made by PBSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statements of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

ARTICLE 3
STAFFING AND EMPLOYMENT STRUCTURE

3.1 STAFFING. Commencing on the Effective Date, PBSO shall schedule, provide and employ the personnel deemed necessary or desirable by PBSO to provide the Services in TOWN in accordance with the Staffing Schedule attached hereto as Schedule "6" (the "Staffing Schedule"). PBSO shall have the sole responsibility and control over setting performance standards, disciplinary standards and, provided PBSO complies with the minimum requirements set forth in the Staffing Schedule, all other matters related to performing the Services and employing the Town District Employees.

3.2 RETAINING EMPLOYEES. All Employees being retained by PBSO in Schedule 3.0 must meet PBSO standards for employment. Each of the listed Employees shall resign from the TOWN effective as of the Effective Date and PBSO shall employ the Employees on the Effective Date subject to applicable collective bargaining agreements, if any. Such Employees shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services in accordance with the applicable collective bargaining agreement.

All Employment Applicants set forth in Schedule 3.1 who have been employed with the Lake Park Police Department no less than three months prior to the effective date of this Agreement and who wish to obtain employment with PBSO after the transition shall be offered employment by PBSO, if the Employment Applicants meet PBSO standards. Each of the Employment Applicants listed in Schedule 3.1 shall resign from TOWN employment on the effective date of this Agreement, and those who become employees of PBSO shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services.

3.3 NO EMPLOYMENT RESPONSIBILITY. Commencing on the Effective Date, all listed Employees shall be and remain PBSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any Town District Employees whatsoever, arising out of PBSO's employment of such Persons and such Persons' performance of the Services, except as provided in Article 3.4.

3.4 OBLIGATIONS. At the inception of this Agreement, PBSO will allow the TOWN to transfer all preexisting accruals for vacation (not to exceed two hundred forty (240) hours) and an unlimited amount of accrued but unused sick days, personal days, or other compensatory time with respect to each employee listed on Schedule 3.0 and any Employment Applicants listed on Schedule 3.1 to PBSO and hired by PBSO. However, the parties acknowledge and agree that PBSO shall only be liable and responsible for the number of days in each category by employee as set forth in Schedules 3.0 and 3.1. Furthermore, the obligations of Employment Applicants listed in Schedule 3.1 only accrue to PBSO should said Employment Applicant be hired by PBSO and said decision to employ said Employment Applicant shall be within the sole discretion of PBSO. The obligation of PBSO pursuant to this provision is contingent upon timely payment of TOWN. The TOWN's total obligation to PBSO $148,115.40, to be paid in twelve (12) equal monthly payments of $12,342.95 each, the first payment due on November 1, 2001. The 148,115.40 may be subject to adjustment based upon actual employees in Schedule 3.0 and those Employment Applicants in Schedule 3.1 who are ultimately hired by PBSO.

PBSO shall provide pension benefits to all employees listed in Schedule "3.0." Each listed Employee shall have an option to remain on the TOWN's pension plan or move to PBSO's Pension Plan. PBSO will contribute five percent 5 % of gross income into the TOWN's Pension Plan for all Employees listed in Schedule 3.0 who opt to remain in the TOWN's Pension Plan. Employees listed in Schedule 3.0 who chose to move to PBSO's Pension Plan will receive the same benefits as all other PBSO Employees.

3.5 SENIORITY. PBSO will credit all Employees with seniority privileges for shift bidding and vacation selection as if they were hired by PBSO on the date they were hired by the TOWN. PBSO will credit Employees with seniority privileges for promotional opportunities and Career Deputy after one year from the commencement of the Term as if they were hired by PBSO on the date they were hired by the TOWN. Employees will begin earning credit toward longevity pay, merit leave and payment for unused sick leave on the date of commencement of the Term as set forth in PBSO's Policies and Procedures.

3.6 OPPORTUNITIES. All Employees shall be given the same opportunities for advancement, education, shifts, vacations, compensation and all other benefits as are made available to any other similarly ranked employee of PBSO with a similar seniority status

3.7 ASSIGNMENT OF POLICE POWERS. The TOWN does hereby vest in each Town District Employee, to the extent allowed by Applicable Law, the TOWN's police powers to the extent necessary or desirable to perform the Servibes. Every sworn police officer of PBSO so empowered hereby and engaged in the performance of the Services shall be deemed to be a sworn officer of the TOWN while performing such Services.

3.8 EDUCATION. The parties acknowledge the importance of the Town District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business and residential composition and its crime problems PBSO shall offer appropriate continuing education to assure that all Town District Employees are acquainted with the Town District's general make-up, geographic areas, industrial, business and residential composition and its crime problems.

ARTICLE 4
FACILITIES AND EQUIPMENT

4.1 TRANSFER OF CURRENT VEHICLE FLEET AND EQUIPMENT. On the Effective Date, the TOWN shall transfer title and ownership interest to PBSO the Vehicle Fleet and Equipment in an "as is" condition and shall include attached equipment, such as light bars and cages set forth in Schedule 4. PBSO shall retain the TOWN logo and name on vehicles operated within the TOWN District.

4.2 RETRANSFER OF EQUIPMENT, VEHICLE FLEET AND FACILITIES. Upon the expiration or earlier termination of this Agreement, PBSO shall return to the TOWN all equipment, vehicles, radios and facilities used by PBSO in performing police related services, free and clear of all Liens, or the appraised value of such equipment, vehicles or facilities as set forth in Schedule 4. Should the Agreement be terminated prior to the expiration of the Term within five years of the effective date, the aforementioned radio equipment will be returned to the TOWN, and any prorated sum for the balance of the cost of the radio equipment to be amortized over a five year period shall be paid by the TOWN. PBSO shall return all equipment, vehicles, radios and facilities in good condition, reasonable wear and tear, fire and other casualty loss excepted. TOWN shall compensate PBSO for the retransfer of such vehicles and equipment in an amount equal to the difference between their fair market value of such vehicles and equipment transferred by TOWN as reflected in Schedule 4. The fair market value of such vehicles or equipment sold, transferred, assigned and conveyed by PBSO to the TOWN pursuant to this Section shall be determined by (a) agreement, or if no agreement is reached within thirty (30) days after notice, as defined in Article 11.1, by either party that said party chooses to elect option b, (b) the average of the three appraised values according to an appraiser selected by PBSO, an appraiser selected by the TOWN, and an appraiser selected by agreement of both parties.

attorneys' fees, damages and penalties in connection therewith, and agrees that the same shall be added to, and become due and payable with, the next installment of Consideration due hereunder or, if no further Consideration is owed under this Agreement, within thirty (30) days of the TOWN's receipt of written demand therefor.

6.2.1 Traffic Funds. TOWN shall segregate all traffic ticket funds collected within the TOWN and designate such funds for the sole purpose of enhancing/increasing Police Services. TOWN shall transfer to PBSO control and custody of said monies following its approval of PBSO's proposed use.

6.2.2 Radio Costs. The cost of purchasing radios for the TOWN District Employees is included within the consideration set forth in Article 6.1., which costs shall be amortized over a period of five (5) years. Radio Startup/Expansion Contribution charged by Palm Beach County Communications Division shall be passed on to the TOWN as a direct cost as set forth in Schedule 2. PBSO will amortize the costs of the radio equipment over a five (5) year period. Should this Agreement terminate prior to the end of the five year amortized payment schedule, the TOWN shall assume responsibility for any remaining balance on the amortization schedule and PBSO will be free of obligation.

ARTICLE 7
FINES, FORFEITURES, REVENUES: PAYMENT, AND EVIDENCE

7.1 STATUTORY FEES FOR LAW ENFORCEMENT USE/LAW ENFORCEMENT EDUCATION FUNDS. Any and all statutory fees received by the TOWN that are earmarked for a law enforcement purpose shall be transferred and assigned by the TOWN to PBSO. All law enforcement education funds levied and collected by the Clerk of the Court for Palm Beach County, Florida and designated for use by the TOWN pursuant to Section 943.25, Florida Statutes, shall be assigned by the TOWN to PBSO for payment directly from the Clerk of the Court for Palm Beach County, Florida to PBSO. The TOWN hereby authorizes, empowers and assigns PBSO to take such actions on behalf of the TOWN to obtain such funds directly from the Clerk of the Court for Palm Beach County, Florida. If such funds were paid to the TOWN, the TOWN shall, within thirty (30) days of its receipt of same, pay such funds to PBSO. These funds shall be used by PBSO for the law enforcement education purposes authorized in said statute.

7.2 GRANT FUNDS AND MISCELLANEOUS REVENUES. The PBSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN will make these funds available to the PBSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. It is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future.

7.3 RETURN OF UNUSED FUNDS. All funds initially received by the PBSO from the TOWN under the provisions of this Article, as well as funds received directly to the PBSO after the commencement of the Agreement, shall be accounted for and reported to the TOWN annually to include the details of all revenues

received and all expenditures made. In the event of termination of the agreement all unused funds shall be returned to the TOWN within 30 days from the date of termination.

7.4 SEIZED FUNDS. On the Effective Date, the TOWN shall sell, assign, transfer and convey the TOWN's right, title and interest in any funds currently maintained by the TOWN in the Law Enforcement Trust Fund to PBSO for any use permitted by law. PBSO shall use any funds subsequently recovered or seized by any Town District Employee within the Town District after the effective date of this Agreement, solely within the Town District. Upon the termination of this Agreement, all right, title and interest in any funds maintained by PBSO in the Law Enforcement Trust Fund for the Town District shall revert back to the TOWN.

7.5 EVIDENCE. All evidence currently in the custody of the TOWN shall be transferred to the custody of PBSO. TOWN agrees to assist in the transfer of all evidence to PBSO until such time that all evidence is documented and accounted for in accordance with PBSO Policies and Procedures for maintaining evidence, even if such transfer shall continue after the commencement of the Term.

ARTICLE 8
INSURANCE

8.1 PBSO's OBLIGATIONS. PBSO is self-insured and shall maintain levels of coverage consistent with its current policies during the Term. If, however, PBSO obtains insurance coverage outside any self-insurance fund currently in existence, PBSO shall maintain the same levels of coverage consistent with its Policies under its self- insurance program.

8.2 TOWN'S OBLIGATIONS. The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the PBSO in the event of claims related to the Facilities or damage/destruction of the Facilities leased by the PBSO under this Agreement. TOWN shall provide a copy of its insurance policies to PBSO.

ARTICLE 9
DEFAULT

9.1 DEFAULTS. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

9.1.1 Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder;

9.1.2 Performance of Services. Failure of PBSO to perform the Services as required herein at any time during the Term; or

9.1.3 Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any

misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure misrepresentation or breach; or

9.1.4 Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

9.1.5 Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

9.2 REMEDIES. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies.

9.2.1 Terminate and cancel this Agreement;

9.2.2 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or

9.2.3 Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or

9.2.4 Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

9.2.5 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

9.3 INTEREST AND LATE CHARGES. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay to the Non-Defaulting Party for administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to PBSO's payment obligations under this Agreement.

9.4 SEPARABILITY. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Part shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity. While the parties acknowledge that any change in governmental entities will not effect

the obligations of the TOWN and PBSO as set forth in this Agreement, the parties affirm that the Term set forth in Article 2.3 shall remain enforceable to the extent permitted by law.

9.5 WAIVER. No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

9.6 FORCE MAJEURE. If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

9.7 ATTORNEYS' FEES. In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorney's fees (both trial and appellate) incurred in connection therewith.

9.8 PBSO ACKNOWLEDGMENT. PBSO does hereby acknowledge that the TOWN is entering into this Agreement in reliance upon PBSO's obligation herein imposed for the Term. Accordingly, PBSO agrees that it shall have the right to terminate this Agreement only as permitted in this Agreement.

9.9 PARTIES' RIGHT TO TERMINATE. In addition to a Party's remedies as a Non-Defaulting Party in this Section, the Non-Defaulting Party may terminate this Agreement at any time by giving the Defaulting Party at least one hundred eighty (180) days prior written notice thereof. In the event of such termination by the Non-Defaulting Party, the Non-Defaulting Party shall render such aid, coordination and cooperation to the Defaulting Party that might be required for an expeditious and efficient termination of services.

ARTICLE 10
INDEMNIFICATION

10.1 PBSO'S OBLIGATIONS. PBSO will indemnify and save harmless the TOWN of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by PBSO or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such Person's actions in connection with providing the Services

or the employment of the Town District Employees to the extent permitted by Applicable Law. This covenant and agreement of PBSO shall survive the expiration or earlier termination of this Agreement.

10.2 TOWN'S OBLIGATIONS. The TOWN will indemnify and save harmless PBSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the TOWN or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement or any collective bargaining agreement, including, without limitation, such Person's actions in connection with the employment of the Employees prior to the Effective Date, providing police related services prior to the Effective Date or any obligation or undertaking in connection with either of them to the extent permitted by law. This covenant and agreement of the TOWN shall survive the expiration or earlier termination of this Agreement.

10.3 NO DUTY OF INDEMNIFICATION. Notwithstanding anything to the contrary contained herein, neither party (the "Indemnifying Party") shall have a duty to hold harmless or indemnify the other (the "Indemnified Party") from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Indemnified Party or its employees, agents or contractors.

10.4 SOVEREIGN IMMUNITY. PBSO and the TOWN will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 11
MISCELLANEOUS

11.1 NOTICE. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Section with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses: If to the TOWN, to it at the TOWN's Address, as set forth in Article 1.1.23 if to PBSO, to him or her at PBSO's Address, as set forth in Article 1.1.15. Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties at their respective addresses.

11.2 NON-ASSIGNABILITY. Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

11.3 TIME OF THE ESSENCE. Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term

11.4 ENTIRE AGREEMENT. This Agreement together with any other written agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto

and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereon.

11.5 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Palm Beach County, Florida. Each of TOWN and PBSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

11.6 WAIVER OF RIGHTS. TOWN and PBSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, TOWN and PBSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

11.7 TERMINATION. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

PBSO:
SHERIFF OF PALM BEACH COUNTY

By: _____
Edward W. Bieluch, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

By: _____
Tripp Scott, P.A., Special Counsel

By: _____
Joe Bradshaw, Chief Legal Advisor

TOWN:
TOWN OF LAKE PARK

By: Paul Wayne Castro
Name: Paul Wayne Castro
Title: Town Mayor

Attest by: BY Goralski
Name: Bonnie L. Goralski
Title: Town Clerk

[SEAL]

TOWN OF LAKE PARK FLORIDA SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

By: Betty Resch
Betty Resch, Town Attorney

TAB 14

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 14

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

SUBJECT: Authorizing the Mayor to Sign an Agreement for Events Coordination with J.E.S. Production and Design.

RECOMMENDED MOTION/ACTION: Motion to authorize the Mayor to sign the agreement with J.E.S. Production & Design, dated August 2, 2012, for event coordination.

Approved by Town Manager _____ **Date:** 8/3/12

DALE S. SUGERMAN / TOWN MANAGER — 8/3/12

Name/Title — Date of Actual Submittal

Originating Department: Town Manager	Costs: $ 0.00 Funding Source: Acct. #	**Attachments:** Proposal dated August 2, 2012 from J.E.S. Production & Design
Department Review: [x] Attorney _____ [ ] Community Development ___ [x] Finance _____ [ ] Fire Dept _____	[ ] Grants _____ [ ] Human Resources _____ [ ] Information Technology ____ [ ] Library _____ [ ] Marina _____	[ ] PBSO _____ [x] Public Works _____ [ ] Recreation _____ [ ] Town Clerk _____ [x] Town Manager _____
Advertised: Date: _____ Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case ____ **Please initial one.**

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.**

[ ]	PUBLIC HEARING	[ ]	RESOLUTION
[ ]	ORDINANCE ON FIRST READING	[x]	DISCUSSION/POSSIBLE ACTION
[ ]	ORDINANCE ON SECOND READING	[ ]	BID/RFP AWARD
[ ]	PRESENTATION/PROCLAMATION	[ ]	CONSENT AGENDA
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Approved by Town Manager _____ Date: 8/3/12

DALE S. SUGERMAN / TOWN MANAGER — Name/Title

8/3/12 — Date of Actual Submittal

Originating Department: Town Manager	Costs: $ 0.00 Funding Source: Acct. #	**Attachments:** Proposal dated August 2, 2012 from J.E.S. Production & Design
Department Review: [x] Attorney [ ] Community Development [x] Finance [ ] Fire Dept	[ ] Grants [ ] Human Resources [ ] Information Technology [ ] Library [ ] Marina	[ ] PBSO [x] Public Works [ ] Recreation [ ] Town Clerk [x] Town Manager
Advertised: Date: Paper: [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case **Please initial one.**

Summary Explanation/Background:

The Town has a desire to ensure that certain traditional community-based events take place throughout the year. In the most recent years, Jennifer Spicer, the CRA's Economic Development Director has coordinated many of those events. Jennifer's position is being eliminated from the budget effective September 30, 2012 and therefore she will no longer be employed by the Town/CRA.

In order to not lose any continuity in the planning and carrying out of these traditional community-based events, and in order to use Jennifer Spicer's experience and contacts with event participants, we have been presented with an agreement from Ms. Spicer, through her firm (J.E.S. Production & Design) to provide the Town with:

- Event coordination
- Sponsorship involvement
- Vendor selection
- Full entertainment
- Event marketing/advertising
- Volunteer recruitment.

The proposed agreement (attached) outlines that J.E.S. Production and Design, as part of its event coordination responsibilities will:

- Provide all required insurance
- Obtain all necessary permits for the events
- Arrange for police and fire presence
- Coordinate the necessary support for events from the Department of Public Works.

The events which will be coordinated include:

- Weekly Green Markets
- BBQ Arts & Crafts
- St. Patrick's Day
- Italian Fest
- 4th of July celebration (not including fireworks)
- Seafood Festival
- A Park Avenue at Night monthly event.

All event coordination, including purchase of insurance, payment for permits, arrangements for police, fire, and public works support will be provided at no cost to the Town. J.E.S. Production and Design, however, will solicit and keep all vendor fees, all income from sponsors and any and all fees collected for the scheduled events. In addition, J.E.S. Production and Design requires that all income deposited year-to-date into the Town's Seafood Festival Account (#110-223-130) shall be transferred to J.E.S. Production and Design.

J.E.S PRODUCTION & DESIGN

Prepared for:
Town of Lake Park

Prepared by:
Jennifer Spicer

J.E.S Production & Design
PO Box 530013
Lake Park, FL. 33403
(561) 633-6034
jesprodesign@yahoo.com

Submitted on
August 2, 2012

Table of Contents

	Page
Introduction	*1*
Table of Contents	*2*
Company's Background	*3*
Identification Needs	*3-4*
Objectives	*4*
Why Choose J.E.S Production & Design	*5*
Financial Agreement	*5*
Advertising Requirements & Efforts	*5*
Success Stories/Testimonials	*6*

1. COMPANY'S BACKGROUND

Founded in January 2007 by ***J.E.S Production & Design***, Our Event Marketing and Coordination is known for its success and Town exposure. We have been quite successful in attracting spectators, vendors and event sponsors. In addition, notably positive accomplishments.

J.E.S Production & Design currently we market throughout all Florida. It has won respect, recognition and popularity for its success.

Mission Statement

The company's mission is to identify and select the best possible marketing tools, to assure success and positive feedback from the Community, Businesses and Spectators.

1.2 SERVICES PROVIDED

- ☐ Event Coordination
- ☐ Sponsorship Involvement
- ☐ Vendors Selection
- ☐ Full Entertainment
- ☐ Events Marketing/Advertising
- ☐ Volunteers recruitment

2. IDENTIFICATION OF NEEDS

2.1 Town of Lake Park and Lake Park CRA Requirements:
J.E.S Production and Designs understands the requirements which the company will meet include:

- ☐ Proper Insurance
  All Vendors are required to provide Certificates of Insurance/Release forms prior to events. J.E.S Production & Design is responsible for all Certifications of insurance/Release forms verifications.
- ☐ Proper Permit application submittal
  Event Permits- To be paid to The Town of Lake Park & CRA
  Signage Permit Fees- To be issued without charge by the Town of Lake Park & CRA

Technical Requirements:

- ☐ PBSO- presence will be arranged
- ☐ PBCFR- presence will be arranged
- ☐ PW Department- support will be arranged, including:
  Electrical/Trash/Water/Barricades
  All services provided by Town of Lake Park Public Works Department will be paid by Event Coordinator- J.E.S Production & Design.

2.2 ADDITIONAL REQUIREMENTS:

J.E.S Production & Design has identified the following requirements that should be met in order to complete this project successfully.

- All Events Coordination will be at NO COST to the Town of Lake Park and Lake Park CRA
- The Town of Lake Park and Lake Park CRA shall not seek any monetary compensation from ***J.E.S Production & Design*** for any Events Coordinated by: ***J.E.S Production & Design***.

2.3 Project Scope

The project will involve over Seven Events and requires extensive coordination/organization and volunteer assistance. As mentioned on Section 1.2.

2.4 Proposed Events

In the course of this project we will deliver the following:

- **Weekly Green Markets**
- **BBQ Arts & Crafts Event**
- **St. Patrick's Day Event**
- **Italian Fest**
- **4th of July Celebration w/o fireworks**
- **Seafood Festival**
- **Park Avenue At Night- Monthly event**

3. Objectives

3.1 We have analyzed the present situation and believe the following objectives must be achieved.

- Placing the Town of Lake Park and Lake Park CRA on the Map
- Generating and Increasing Additional Pedestrian Traffic
- Attracting New Businesses and Retaining Current Merchants
- Increasing The Town of Lake Park and Lake Park CRA's Revenue

4. Why Choose " J.E.S Production & Design"

4.1 Benefits to our proposed plan

When comparing our capabilities and our proposed solution, the benefits are:

- ☐ Knowledge And Appreciation To The Area
- ☐ Cost Effective
- ☐ Extensive Marketing For The Town Of Lake Park And Lake Park CRA
- ☐ Flexibility And Reliability
- ☐ Prior Event Coordination Knowledge

5. Financial Agreement/Understanding

5.1 The following fees are to be collected and paid solely to: Event Coordinator/ J.E.S Production & Design.

- ☐ Vendor Fees
- ☐ Income From All Sponsorships Participation
- ☐ And any or all fees collected for all scheduled events coordinated by: J.E.S Production & Design
- ☐ Income deposited Year-To-Date into ***Seafood Festival*** Account number – 110-223-130 shall be transferred to J.E.S Production & Design.

6. Advertising Requirements

6.1 The following advertising efforts will be provided by J.E.S Production & Design in order to promote the Events & The Town of Lake Park.

- ☐ Banners
- ☐ Local Newspaper
- ☐ Palm Beach Post
- ☐ Internet
- ☐ Town of Lake Park & Lake Park CRA newsletter
- ☐ Channel 18

Most of the above mentioned events have taken place prior, we would appreciate if the Banners in place are re-used for the Town of Lake Park events only. J.E.S Production & Design will be responsible for the printing updates expense.

7. Success Stories/Testimonials[1]

- ☐ Palm Beach Post
- ☐ The Weekender
- ☐ Vendor/Spectators- upon request
- ☐ On Line websites

X _____

Jennifer Spicer-J.E.S Production & Design
President

X _____

James Dubois
Mayor

[1] Prepared by: J.E.S Production & Design

TAB 15

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 15, 2012 **Agenda Item No.** Tab 15

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

SUBJECT: **Review of Draft of Revised Handbook of Procedures and Policies for Employees of the Town of Lake Park (Employee Handbook)**

RECOMMENDED MOTION/ACTION:

Approved by Town Manager _____ **Date:** 8/7/12

Name/Title HUMAN RESOURCES DIRECTOR

8/7/12
Date of Actual Submittal

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

Summary Explanation/Background:

At the August 1, 2015 Commission meeting, the draft revised Employee Handbook was presented for discussion. The purpose of this item is to facilitate such discussion which was continued to the August 15, 2012 meeting.

HANDBOOK OF PROCEDURES AND POLICIES FOR EMPLOYEES OF THE TOWN OF LAKE PARK

(working document for FY 20102 re-adoption)

THE TOWN OF LAKE PARK
OFFICE OF HUMAN RESOURCES

APPROVED BY THE TOWN OF LAKE PARK TOWN COMMISSION:
, 2012 ~~APRIL 1, 2009~~ BY RESOLUTION No. ~~12-04-09~~*

TOWN OF LAKE PARK'S MISSION STATEMENT

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

DRAFT

INTRODUCTION AND GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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TABLE OF CONTENTS (An updated Table of Contents will be Verified and Generated once the revised Handbook has been approved)

MISSION STATEMENT.....2
INTRODUCTION AND GENERAL PROVISIONS.....3

SECTION 1 CLASSIFICATION SYSTEM 9
1.1 SCOPE AND PURPOSE..... 9
1.2 ADMINISTRATION OF THE PLAN 9
1.3 CLASSIFICATION OF POSITIONS..... 10
1.4 JOB DESCRIPTIONS..... 13
1.5 CLASSIFICATION OF NEW POSITIONS 13
1.6 RECLASSIFICATION OF POSITIONS 13
1.7 POSITION TITLES 13

SECTION 2 EMPLOYMENT AND HIRING PRACTICES 152
2.1 SCOPE AND PURPOSE..... 152
2.2 STATEMENT OF POLICY 152
2.3 RECRUITMENT OF EMPLOYEES 152
2.4 SELECTION PROCESS..... 173
2.5 HIRING PROCESS..... 173
2.6 INITIAL APPOINTMENT..... 184
2.7 PROBATIONARY PERIOD 184
2.8 TRANSFER OF POSITION..... 204
2.9 PROMOTION TO A NEW POSITION 205
2.10 DEMOTION TO A LOWER POSITION 225
2.11 REDUCTION IN FORCE..... 225
2.12 RESIGNATION FROM EMPLOYMENT 226

SECTION 3 COMPENSATION SYSTEM..... 247
3.1 SCOPE AND PURPOSE..... 247
3.2 STATEMENT OF POLICY 247
3.3 CALCULATION OF PAY RATE..... 247
3.4 PAY PERIODS..... 247
3.5 WORK HOURS 18
3.6 ANNIVERSARY DATE..... 258
3.7 INITIAL APPOINTMENT COMPENSATION..... 258
3.8 COMPENSATION INCREASES UPON PROMOTION..... 258
3.9 COMPENSATION DECREASES UPON DEMOTION 258
3.10 COMPENSATION UPON LATERAL REASSIGNMENT OR TRANSFER..... 268

3.11 COMPENSATION FOR ACTING STATUS 19
3.12 MERIT PAY 19
3.13 COMPENSATION FOR PART-TIME/HOURLY EMPLOYEES OR EMPLOYEES TEMPORARILY REASSIGNED 19
3.14 EFFECTIVE DATE OF SALARY CHANGES 19
3.15 OVER-TIME PAY RATE 19
3.16 COMPENSATORY PAY 20
3.17 LONGEVITY PAY 20
3.18 EMERGENCY COMPENSATION 21
3.19 ADMINISTRATIVE LEAVE 21

SECTION 4 PERFORMANCE EVALUATION SYSTEM 22
4.1 SCOPE AND PURPOSE 22
4.2 STATEMENT OF POLICY 22
4.3 ADMINISTRATION OF THE PLAN 22
4.4 STANDARDS OF PERFORMANCE 22
4.5 PURPOSE OF EVALUATIONS 23
4.6 ANNUAL PERFORMANCE PLANNING 23
4.7 EMPLOYEE PERFORMANCE EVALUATIONS AND MERIT PAY PLAN 23
4.8 REASONS FOR EVALUATIONS 25
4.9 ANNUAL PERFORMANCE EVALUATION 25

SECTION 5 EMPLOYEE STANDARDS AND PROCEDURES 26
5.1 SCOPE AND PURPOSE 26
5.2 STATEMENT OF POLICY 26
5.3 DRESS CODE 26
5.4 IDENTIFICATION CARD POLICY 26
5.5 TIME CARD POLICY 27
5.6 LUNCH BREAKS 27
5.7 PERSONAL PHONE CALLS 27
5.8 COMPUTER INFORMATION SYSTEMS AND TOWN CELL PHONE USAGE: 28
~~Computer Information Systems ..... 28~~
~~Town Cell Phone Usage ..... 29~~
5.9 USE OF TOWN VEHICLES 29
5.10 CONFLICT OF INTEREST 30
5.11 ACCEPTING GIFTS AND GRATUITIES 30
5.12 OUTSIDE/DUAL EMPLOYMENT 31
5.13 EMPLOYMENT OF RELATIVES/ANTI-NEPOTISM 31
5.14 STATEMENT OF ECONOMIC INTEREST 31
5.15 POLITICAL ACTIVITY 32

5.16 NON-SOLICITATION 33
5.17 TRAVEL AND SUBSISTENCE ALLOWANCE 33
5.18 INTERVIEW EXPENSES 33
5.19 MOVING EXPENSE 34
5.20 EMPLOYEE DUTY TO NOTIFY EMPLOYER 34
5.21 TOWN'S RIGHT TO PERFORM PERIODIC CRIMINAL BACKGROUND CHECKS 34
SECTION 6. EMPLOYEE BENEFITS 35
6.1 SCOPE AND PURPOSE 35
6.2 STATEMENT OF POLICY 35
6.3 SOCIAL SECURITY BENEFITS 35
6.4 ~~HEALTH~~ MEDICAL INSURANCE BENEFITS 35
6.5 DENTAL AND VISION INSURANCE 36
6.6 LIFE INSURANCE 36
6.7 PENSION AND DEFERRED COMPENSATION PLANS 36
6.8 DISABILITY INSURANCE 36
6.9 VACATION, SICK AND PERSONAL LEAVE 36
~~Vacation Leave ..... 37~~
~~Sick Leave ..... 37~~
~~Personal Leave ..... 39~~
6.10 MAJOR ILLNESS LEAVE 39
6.11 SICK LEAVE DONATION PROGRAM 40
6.12 LEAVE OF ABSENCE WITHOUT PAY 41
6.13 BEREAVEMENT LEAVE 41
6.14 LEAVE TO ATTEND FUNERALS 41
6.15 TOWN APPROVED HOLIDAYS 42
6.16 HOLIDAY PAY 42
6.17 JURY DUTY 42
6.18 OFFICIAL COURT ATTENDANCE 43
6.19 MILITARY LEAVE 43
6.20 COLLEGE TUITION REIMBURSEMENT 43
6.21 WORKERS' COMPENSATION 44
6.22 UNEMPLOYMENT COMPENSATION 44
6.23 FAMILY AND MEDICAL LEAVE 45

SECTION 7 EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES 46
7.1 SCOPE AND PURPOSE 46
7.2 STATEMENT OF POLICY 46
7.3 DUE PROCESS OF LAW 46

7.4 FORMAL CONFERENCE 47
7.5 GROUNDS FOR DISCIPLINARY ACTION 47
7.6 PROGRESSIVE DISCIPLINE 47
7.7 TYPES OF DISCIPLINARY ACTIONS 48
7.8 CATEGORIES FOR DISCIPLINARY ACTIONS 48
7.9 CATEGORY I – GROUNDS FOR DISCIPLINARY ACTION 48
7.10 CATEGORY II - GROUNDS FOR DISCIPLINARY ACTION 49
7.11 CATEGORY III - GROUNDS FOR DISCIPLINARY ACTION 50
7.12 DISCIPLINARY PROCEDURES OF THE TOWN 52
7.13 EMPLOYEE RIGHT OF APPEAL 56
7.14 INVESTIGATORY LEAVE 56
7.15 EMPLOYEE COMPLAINT REVIEW PROCESS 57
7.16 COMPOSITION OF THE ECRC 58
7.17 PERSONNEL FILES 59
7.18 EMPLOYEE EXIT INTERVIEWS 60

SECTION 8 TOWN POLICIES 61
8.1 SCOPE AND PURPOSE 61
8.2 STATEMENT OF POLICY 61
8.3 EMPLOYEE ASSISTANCE POLICY AND PROGRAM 61
8.4 FAMILY AND MEDICAL LEAVE ACT POLICY 62
8.5 DOMESTIC VIOLENCE VICTIM'S LEAVE POLICY 63
8.6 EQUAL EMPLOYMENT OPPORTUNITY POLICY 63
8.7 NON-DISCRIMINATION/HARASSMENT POLICY 64
8.8 NON-DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURES 64
~~Procedure for Filing a Formal Complaint of Discrimination/Harassment ..... 65~~
~~Protected Categories ..... 66~~
8.9 DRUG FREE WORKPLACE POLICY 68
8.10 TOBACCO FREE WORKPLACE POLICY 69
8.11 WORKPLACE SAFETY AND HEALTH POLICY 69
8.12 ILLNESS/INJURY IN THE LINE OF DUTY POLICY 69
8.13 COBRA RIGHTS POLICY 70
8.14 TERMINAL SICK PAY POLICY 70
8.15 CONFIDENTIALITY AND NON-DISCLOSURE OF EMPLOYEE PRIVILEGED INFORMATION 71
8.16 BENEFICIARY DESIGNATION POLICY 72
8.17 COMPLIANCE WITH LAWS 72
APPENDIX A POSITION TITLES ~~AND,~~ JOB CODES AND PAY PLAN 74
APPENDIX B ~~MANAGERIAL EXEMPT DEPARTMENT HEADS AND OTHER~~

~~DESIGNATED POSITIONS~~ TOWN MANAGER AND DEPARTMENT HEAD JOB DESCRIPTIONS 75
APPENDIX C TOWN EVALUATION FORMS ..... ***
APPENDIX D CELLULAR PHONES AND MOBILE COMMUNICATION DEVICES POLICY ..... ***
APPENDIX E MOTOR VEHICLE POLICY ..... ***
APPENDIX F TRAVEL POLICY ..... ***
APPENDIX G DOMESTIC VIOLENCE VICTIM'S LEAVE POLICY ..... ***
APPENDIX H DRUG FREE WORKPLACE POLICY AND PROCEDURES ..... ***
APPENDIX I SOCIAL SECURITY NUMBER PRIVACY POLICY AND OPERATION PROCEDURES ..... ***

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SECTION 1
CLASSIFICATION SYSTEM{tc "SECTION 1" \f C \l 1}

1.1 SCOPE AND PURPOSE:{tc "1.1 SCOPE AND PURPOSE:" \f C \l 2}

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

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

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

1.2 ADMINISTRATION OF THE PLAN:{tc "1.2 ADMINISTRATION OF THE PLAN:" \f C \l 2}

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

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

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

The Town Manager shall recommend to the Town Commission a standard schedule of pay for all Town positions, including minimum and maximum rates of pay, and shall recommend in consultation with the Town Attorney appropriate action with respect to negotiation, approval and/or rejection of labor agreements with public employee organizations acting on policy directives provided by the Commission in proper sessions.

The Town Manager shall organize, reorganize, consolidate, combine or abolish positions, offices, department divisions or departments of the Town only with the approval of the Town Commission.

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

1.3 CLASSIFICATION OF POSITIONS:{tc "**1.3 CLASSIFICATION OF POSITIONS:**" \f C \l 2}

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

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

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

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

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

PROBATIONARY EMPLOYEE: A newly hired full-time employee who has worked less than ~~one (1) year~~ six (6) months and who is eligible for regular full-time employee status upon successful completion of the probationary period. During the probationary period, the employee is an at-will employee and may be terminated from employment without cause and without a right to appeal the termination decision.

Comment [B1]: Exclusion of exempt employees from this probationary period removed. See comment below. Probationary period changed to six months which corresponds to the union contract. BMT

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

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

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

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

~~**NOTE:**~~

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

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

Comment [B2]: Deleted pursuant to the language in Ordinance 5-2012. BMT

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1.4 JOB DESCRIPTIONS:{tc "1.4 JOB DESCRIPTIONS:" \f C \l 2}

Job descriptions shall provide a description of the kind of work, the qualification requirements, and the level of responsibility for each employee position. While the exact duties and responsibilities of the various positions may likely differ, all positions allocated to a specific pay scale shall be reasonably similar in nature (e.g. tasks to be performed, level of complexity, extent of job responsibilities and minimum qualification requirements). Job descriptions shall also specify whether a position is exempt or non-exempt pursuant to U.S. Department of Labor Fair Labor Standards Act requirements.

1.5 CLASSIFICATION OF NEW POSITIONS:{tc "CLASSIFICATION OF NEW POSITIONS:" \f C \l 2}

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

Before any action may be taken to fill a new position or to insert a materially revised position description into the classification system, the new or revised position description must be approved by the Town Commission, upon the recommendation of the Town Manager.

Comment [B3]: This constitutes a reorganization per Ordinance 5-2012 BMT

1.6 RECLASSIFICATION OF POSITIONS:{tc "RECLASSIFICATION OF POSITIONS:" \f C \l 2}

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

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

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

1.7 POSITION TITLES:{tc "POSITION TITLES:" \f C \l 2}

A listing of the Town's official position titles and job codes for each Town position is set forth in **Appendix A.** The job descriptions of the Town Manager position and of those positions that directly report to the Town Manager are included in **Appendix B.**

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

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SECTION 2
EMPLOYMENT AND HIRING PRACTICES{tc "SECTION 2" \f C \l 1}

2.1 SCOPE AND PURPOSE:{tc "SCOPE AND PURPOSE:" \f C \l 2}

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

2.2 STATEMENT OF POLICY:{tc "STATEMENT OF POLICY:" \f C \l 2}

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

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

2.3 RECRUITMENT OF EMPLOYEES:{tc "RECRUITMENT OF EMPLOYEES:" \f C \l 2}

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

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

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

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

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

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~~NOTE:~~

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

2.4 SELECTION PROCESS:{tc "SELECTION PROCESS:" \f C \l 2}

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

Material omissions and/or the ~~F~~ failure to complete an application thoroughly and honestly may ~~shall~~ disqualify a candidate from consideration and, if selected, may ~~will~~ subject the employee to termination of employment with the Town.

Additionally, no individual applying for employment with or promotion within the Town may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with that employment or application.

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

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

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

2.5 HIRING PROCESS:{tc "HIRING PROCESS:" \f C \l 2}

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

In certain instances, the Town Manager may in consultation with the Human Resources Director direct that an interview committee, consisting of outside professionals, conduct interviews for ~~a managerial exempt~~ Department Head position~~.~~ s or other ~~specifically designated positions as set forth in Appendix B of this Handbook.~~ exempt positions.

Successful completion of the required background checks, physical and drug screening examinations is a condition of employment prior to the start date of employment with the Town; however, pursuant to the Town's Drug Free Workplace Policy as set forth in Appendix H, the Town may allow a job applicant to begin work pending the results of the drug test, but such employment is conditional and may be revoked if the job applicant/employee fails the required test.

Immediately Upon commencement of employment hiring, new employees shall individually participate in an orientation process and will receive various Town documents including shall receive a Welcome Packet and a copy of the Handbook. All new employees shall sign an Employee Orientation Acknowledgment Form Certification of Receipt of the Handbook and Acknowledgement of C certifying receipt of the Handbook and other Town documents and compliance with the policies, rules and regulations of the Town set forth therein.

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

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

2.6 INITIAL APPOINTMENT:{tc "INITIAL APPOINTMENT:" \f C \l 2}

Upon initial appointment, with the exception of managerial exempt Department Heads, Assistant Department Heads and other specifically designated positions who serve at the pleasure of the Town Manager, all regular full-time and regular part-time employees shall be required to serve an initial probationary period of six (6) months.

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

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

Comment [B4]: Redundancy in view of the above revision BMT

2.7 PROBATIONARY PERIOD:{tc "PROBATIONARY PERIOD" \f C \l 2}

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

For employees subject to initial appointment probation as set forth in Section 2.6, this probationary period may be extended for an employee if it is deemed necessary by the Town Manager in consultation with the employee's Department Head and the Human Resources Director.

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

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

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

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2.8 TRANSFER OF POSITION:{tc "TRANSFER OF POSITION:" \f C \l 2}

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

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

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

The Town Manager is responsible for approving in consultation with the employee's Department Head the transfer of an employee to a new position.

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

2.9 PROMOTION TO A NEW POSITION:{tc "PROMOTION TO A NEW POSITION:" \f C \l 2}

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

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

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

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

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

NOTE: Additionally, as set forth in Section 5.2~~1~~2 of the Handbook, employees who are considered for promotion shall be subject to a criminal background check.

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2.10 DEMOTION TO A LOWER POSITION:{tc "DEMOTION TO A LOWER POSITION:" \f C \l 2}

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

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

2.11 REDUCTION IN FORCE:{tc "REDUCTION IN FORCE:" \f C \l 2}

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

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

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

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

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

2.12 RESIGNATION FROM EMPLOYMENT:{tc "RESIGNATION FROM EMPLOYMENT:" \f C \l 2}

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

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

Failure to provide proper written notice of resignation will subject the employee to a determination in the employee's personnel file that the employee resigned without proper notice to the Town~~.~~ , and may preclude them from future employment with the Town.

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

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

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SECTION 3
COMPENSATION SYSTEM{tc "SECTION 3" \f C \l 1}

3.1 SCOPE AND PURPOSE:{tc "SCOPE AND PURPOSE:" \f C \l 2}

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

3.2 STATEMENT OF POLICY:{tc "3.2 STATEMENT OF POLICY:" \f C \l 2}

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

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

3.3 CALCULATION OF PAY RATE:{tc "CALCULATION OF PAY RATE:" \f C \l 2}

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

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

3.4 PAY PERIODS:{tc "3.4 PAY PERIODS:" \f C \l 2}

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

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

Paychecks are issued bi-weekly.

3.5 WORK HOURS:

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

Employees' work hours may vary to ensure efficient delivery of Town services. Each Department Head ~~will~~ shall notify its employees of the expected hours of work and the department's work schedule, and all full-time and part-time employees shall be required to adhere to such work schedule.

3.6 ANNIVERSARY DATE:{tc "**3.6 ANNIVERSARY DATE:**" \f C \l 2}

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

3.7 INITIAL APPOINTMENT COMPENSATION:{tc "**3.7 INITIAL APPOINTMENT COMPENSATION:**" \f C \l 2}

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

3.8 COMPENSATION INCREASES UPON PROMOTION:{tc "**3.8 COMPENSATION INCREASES UPON PROMOTION:**" \f C \l 2}

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

3.9 COMPENSATION DECREASES UPON DEMOTION:{tc "**3.9 COMPENSATION DECREASES UPON DEMOTION:**" \f C \l 2}

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

3.10 COMPENSATION UPON LATERAL REASSIGNMENT OR TRANSFER:{tc "3.10 COMPENSATION UPON REASSIGNMENT OR TRANSFER:" \f C \l 2}

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

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3.11 COMPENSATION FOR ACTING STATUS:{tc "COMPENSASTION FOR ACTING STATUS" \f C \l 2}

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

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

3.12 MERIT PAY:{tc "**3.12 MERIT PAY:**" \f C \l 2}

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

~~**3.13 COMPENSATION FOR PART-TIME/HOURLY EMPLOYEES OR EMPLOYEES TEMPORARILY REASSIGNED:**{tc "**3.13 COMPENSATION FOR PART-TIME/HOURLY EMPLOYEES:**" \f C \l 2}~~

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

3.143 EFFECTIVE DATE OF SALARY CHANGES:{tc "EFFECTIVE DATE OF SALARY CHANGES" \f C \l 2}

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

3.154 OVER-TIME PAY RATE:{tc "**3.15 OVER-TIME PAY RATE:**" \f C \l 2}

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

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

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

DRAFT

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

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

3.1~~6~~5 COMPENSATORY PAY:{tc "3.16 COMPENSATORY PAY:" \f C \l 2}

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

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

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

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

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

Employees wishing to utilize accrued compensatory time must submit a leave slip and obtain authorization from their Department Head a minimum of two (2) workdays prior to the date of the absence.

3.1~~7~~6 LONGEVITY PAY:{tc "3.17 LONGEVITY PAY:" \f C \l 2}

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

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

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

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

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

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

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

3.187 EMERGENCY COMPENSATION:{tc "EMERGENCY COMPENSATION" \f C \l 2}

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

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

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

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

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

Exempt non-bargaining unit employees designated by the Town Manager as essential for the purpose of effecting the Town's recovery from the disaster shall be paid at their normal hourly rate of pay for all hours worked in excess of their normal workday. This shall continue until the Town Manager no longer designates those employees as essential for disaster recovery. It will be the responsibility of the exempt employees to document their actual hours worked on their timesheets. Any questions involving the hours eligible for compensation will be decided by the Town Manager, whose decision shall be final and binding.

3.1~~9~~8 ADMINISTRATIVE LEAVE:{tc "**3.19 ADMINISTRATIVE LEAVE:**" \f C \l 2}

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

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

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SECTION 4
PERFORMANCE EVALUATION SYSTEM{tc "PERFORMANCE EVALUATION SYSTEM" \f C \l 1}

4.1 SCOPE AND PURPOSE:{tc "SCOPE AND PURPOSE:" \f C \l 2}

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

4.2 STATEMENT OF POLICY:{tc "STATEMENT OF POLICY:" \f C \l 2}

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

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

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

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

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

4.3 ADMINISTRATION OF THE PLAN:{tc "ADMINISTRATION OF THE PLAN:" \f C \l 2}

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

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

4.4 STANDARDS OF PERFORMANCE:{tc "STANDARDS OF PERFORMANCE:" \f C \l 2}

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

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

4.5 PURPOSE OF EVALUATIONS:{tc "**4.5 PURPOSE OF EVALUATIONS:**" \f C \l 2}

The evaluations are used to measure the ~~employee~~ performance of regular full-time and regular part-time employees, and/or to determine pay increase amounts.

The Town Manager has the responsibility of evaluating Department Heads and other direct reports and Department Heads and supervisors have the responsibility of evaluating their employees in a timely manner, by the end of the employee's evaluation period and correcting observed performance deficiencies.

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

4.6 ANNUAL PERFORMANCE PLANNING:{tc "**4.6 ANNUAL PERFORMANCE PLANNING:**" \f C \l 2}

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

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

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

4.7 EMPLOYEE PERFORMANCE EVALUATIONS AND MERIT PAY PLAN:{tc "**4.7 EMPLOYEE PERFORMANCE EVALUATIONS AND MERIT PAY PLAN:**" \f C \l 2}

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

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

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

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

In the event that any ~~area~~ major job target area (e.g., job knowledge, quality of work, job dependability, etc.) of the employee's evaluation is below expectations (e.g., "0") or needs improvement (e.g., "1"), the Department Head upon approval by the Town Manager shall defer the merit increase until such time as the area is determined to be improved. Such merit increase shall not be retroactive.

Comment [B5]: E.g., productivity or workmanship not up to required standards of performance constitutes a Category I(g) offense if performance does not improve. BMT

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

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

Rating Factor Definitions:

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

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

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

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

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

DRAFT

4.8 REASONS FOR EVALUATIONS:{tc "4.8 REASONS FOR EVALUATIONS:" \f C \l 2}

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

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

4.9 ANNUAL PERFORMANCE EVALUATION:{tc "4.9 ANNUAL PERFORMANCE EVALUATION:" \f C \l 2}

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

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

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

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

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

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

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SECTION 5
EMPLOYMENT STANDARDS AND PROCEDURES{tc "EMPLOYEE STANDARDS AND PROCEDURES" \f C \l 1}

5.1 SCOPE AND PURPOSE:{tc "5.1 SCOPE AND PURPOSE:" \f C \l 2}

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

5.2 STATEMENT OF POLICY:{tc "5.2 STATEMENT OF POLICY:" \f C \l 2}

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

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

5.3 DRESS CODE:{tc "5.3 DRESS CODE:" \f C \l 2}

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

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

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

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

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

5.4 IDENTIFICATION CARD POLICY:

Town employees are required to wear or be in possession while on duty of the Town-issued photo identification card which is issued to them upon their initial hiring. Employees are personally and directly responsible for such identification cards. Any employee who loses an

identification card must immediately report such loss to the Human Resources Director, and such employee shall be charged an appropriate replacement cost.

DRAFT

5.5 TIME CARD POLICY:

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

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

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

All time shall be rounded to the nearest quarter hour.

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

5.6 LUNCH BREAKS:{tc "5.4 LUNCH BREAKS:" \f C \l 2}

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

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

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

5.7 PERSONAL PHONE CALLS:{tc "5.5 PERSONAL PHONE CALLS:" \f C \l 2}

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

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

DRAFT

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

5.8 COMPUTER INFORMATION SYSTEMS AND TOWN CELL PHONE USAGE:{tc "5.6 COMPUTER/INFORMATION SYSTEMS AND TOWN CELL PHONE USAGE:" \f C \l 2}

Computer Information Systems:{tc "**Computer/Information Systems:**" \f C \l 3}

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

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

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

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

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

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

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

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

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Personal computer technology devices must be approved in advance for individual work-related use by the Chief Information Technology Officer. Likewise, software to be downloaded or installed through the Town server or information technology system must be approved in advance by the Chief Information Technology Officer.

The Town may offer a taxable monthly stipend for the work-related use of personal computer technology devices.

Work-related data and information stored on such personal computer technology devices, as well as the Town's computer information systems, are subject to the Public Records Laws and shall be retained in accordance with the appropriate retention schedule and as provided by law.

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

Social Media:

The Town's official functions may require a social media presence from time to time in the normal course of work-related Town business.

The establishment of social media accounts and pages such as Twitter, Facebook, etc. utilizing the Town's computer technology devices and/or the Town's brand (e.g., logo, name, web resources, etc.) must be submitted to the Chief Information Technology and then to the Town Manager for advance approval pursuant to the Town's Social Media Policy as set forth in this Handbook at **Appendix D.**

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

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

Town Cell Phone Usage:{tc "**Town Cell Phone Usage:**" \f C \l 3}

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

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

When driving a Town vehicle or off road equipment, the use of cellular phones shall be used with a hands-free device to ensure the promotion of safety practices and accident prevention. Text messaging when driving a Town vehicle is strictly prohibited.

Comment [B6]: This complies with existing language in Appendix D. BMT

5.9 USE OF TOWN VEHICLES:{tc "**5.7 USE OF TOWN VEHICLES:**" \f C \l 2}

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

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

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

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

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

DRAFT

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

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

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

5.10 CONFLICT OF INTEREST:{tc "**5.8 CONFLICT OF INTEREST:**" \f C \l 2}

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

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

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

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

Pursuant to the Palm Beach County Code of Ethics, Town employees cannot use their position with the Town in any way when the employee knows or should know with the exercise of reasonable care that it would result in special financial benefit to:

- The employee;
- A household member, spouse or domestic partner or their outside business or employer;
- The employee's relatives or their outside business or employer;

- An outside employer or business of the employee or the employee's spouse or domestic partner or someone the employee knows works for that business;
- A customer or client of the employee's outside employer or business;
- Someone who owes the employee, or who the employee owes, at least $10,000 NOT including a loan the employee might have with a financial institution;
- A non-profit organization where the employee or the employee's spouse serves as an officer or director.

Contractual Relationships Prohibition:

With regard to contractual relationships, no Town employee can enter into any contract or other transaction to provide goods or services to the Town. This includes any contract or transaction between the Town and the employee, the employee's outside employer, or any business that the employee may own (minimum 5 percent of the business' assets).

The contractual relationships prohibition does not apply to part-time outside employment provided that:

- The employee's part-time employer does not have contracts or transactions that the employee or the employee's department administers, oversees, or enforces; and
- The employee's part-time employment will not impair or interfere with the performance of the employee's public job; and
- Neither the employee nor the employee's relatives participated in awarding or determining the requirements of the contract;
- The employee's responsibilities at his or her part-time job do not require the employee to be involved with the contract between the Town and the part-time employer in any way;
- The employee has complied with all merit rules regarding outside employment and receives permission from the employee's immediate supervisor, Department Head and Town Manager; and
- The employee completes and signs under oath the Palm Beach County Conflict of Interest Waiver Form available through the Human Resources Department, and submits it to the employee's supervisor and Town Manager for approval and forwarding by the Human Resources Director to the Palm Beach County Commission on Ethics.

For additional exceptions to the contractual relationships prohibition, please see the Palm Beach County Code of Ethics.

5.11 ACCEPTING GIFTS AND GRATUITIES:{tc "**5.9 ACCEPTING GIFTS AND GRATUITIES:**" \f C \l 2}

Town employees are prohibited from soliciting or accepting a gift of any value in return for, or because of, the way the employee performs his or her duties as a public employee. This includes thank-you gifts or tips for an official public action or legal duty performed, withheld or violated.

Town employees are prohibited from soliciting gifts of any value from someone the employee knows to be a vendor, lobbyist, principal or employer of a lobbyist doing business with the Town if the gift is for the employee's financial benefit, the benefit of the employee's relative or household member, or another employee.

Over the course of the calendar year, Town employees are prohibited from accepting or asking for gifts worth more than $100 in the aggregate from a person who the employee knows or should know with the exercise of reasonable care, is a vendor, lobbyist, or any principal or employer of a lobbyist who sells or leases real or personal property, provides goods or services, or lobbies the Town.

Employees who receive any gift worth more than $100 must file an annual gift disclosure report with the Palm Beach County Commission on Ethics no later than November 1st for the period ending September 30th of each year. The gift disclosure report is available at the Palm Beach County Commission on Ethics website at http://www.palmbeachcountyethics.com/forms.htm .

~~anything of value, such as a gift, loan, reward, promise of future employment, favor, or service that is based upon an understanding that their official action or judgment would be influenced by such gift.~~

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

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

Violation by any employee of this provision of the Handbook is ~~The unauthorized solicitation of Soliciting gifts, entertainment, services or anything else of value is~~ grounds for termination of employment with the Town.

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

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

5.12 OUTSIDE/DUAL EMPLOYMENT: {tc "OUTSIDE/DUAL EMPLOYMENT" \f C \l 2}

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

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

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

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

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

In the instance of approval being sought by a Town employee for dual employment with a Town vendor or lobbyist, the employee must complete and sign under oath the Palm Beach County Commission on Ethics Employee Conflict of Interest Waiver available through the Human Resources Department, and submit it to the employee's supervisor and Town Manager for approval and forwarding by the Human Resources Director to the Palm Beach County Commission on Ethics prior to the commencement of such employment.

5.13 EMPLOYMENT OF RELATIVES/ANTI-NEPOTISM:

No public official, Town Manager, Department Head or ~~supervisor~~ or any employee of the Town who is authorized to appoint, promote, or advance fellow employees in the Town may do so if that fellow employee is a relative, domestic partner or household member, ~~of the Town may hire, appoint, promote or otherwise advance the employment status of a relative~~ nor may they advocate such action for said relative, domestic partner or household member.

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

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

5.14 STATEMENT OF FINANCIAL INTERESTS:{tc "5.11 STATEMENT OF ECONOMIC INTEREST:" \f C \l 2}

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

5.15 POLITICAL ACTIVITY:{tc "5.12 POLITICAL ACTIVITY" \f C \l 2}

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

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

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

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

- using Town email servers and individual email accounts for political purposes;
- campaigning during official work hours or otherwise attempting to influence votes when the Town is being used as a voting precinct on an election day; and/or
- directly or indirectly or expressly using staff to communicate political messages to members of the community.

No employee shall directly or indirectly coerce or attempt to coerce, command or advise any other employee to contribute any money or anything else of value to any party, committee, organization, agency or person for political purposes. However, nothing in this paragraph shall prohibit an employee from suggesting to another employee in a non-coercive manner that he or she may voluntarily contribute to a fund which is administered by a party, committee, organization, agency, person, labor union or other employee organization for political purposes.

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No employee shall make or solicit or knowingly accept any campaign contribution in a building owned or leased by the Town. This subsection shall not apply when a Town-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund-raiser and the employee is in attendance at such campaign fund raiser outside of working hours.

No employee, in the furtherance of his/her candidacy for nomination or election to public office in any election shall use any Town-owned motor vehicle solely for the purpose of furthering his/her candidacy.

Use of Town email servers and individual Town-provided email accounts for the purpose of distributing political communications of any nature constitutes an inappropriate and unacceptable use.

No employee shall use any Town property for political purposes, including influencing an election.

Nothing in this section shall be construed to limit an employee's right to engage in political activity as set forth in §104.31, Florida Statutes.

5.16 LOBBYIST REGISTRATION:

Lobbying shall mean seeking to influence a decision through oral or written communication or an attempt to obtain the good will of any member of a local municipal governing body, any mayor or chief executive officer that is not a member of a local municipal governing body, any advisory board member, or any employee with respect to the massage, defeat or modification of any item which may foreseeably be presented for consideration to the advisory board or the local municipal governing body lobbied.

A lobbyist shall mean any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying on behalf of a principal, and shall include an employee whose principal responsibility to the employer is overseeing the employer's various relationships with government or representing the employer in its contacts with government.

Except when appearing before the Commission or any advisory board, all persons (lobbyists) shall sign, for each instance of lobbying, contact logs maintained and available in the office of the reception of each Town department. The person shall provide his or her name, whether or not the person is a lobbyist as defined above, the name of each principal, if any, represented in the course of the particular contact, and the subject matter of the lobbying contact. Pursuant to the Palm Beach County Ethics Code and by extension the Town requires that all contact logs shall be maintained by the in the office of the Town Clerk for a period of five (5) fiscal years.

5.167 NON-SOLICITATION:{tc "5.13 NON-SOLICITATION" \f C \l 2}

The Town is legally charged by law and mission to promote the efficiency of Town services to its residents and members of the public. As such, the Town must adhere to certain guidelines in the furtherance of its mission.

Solicitation or distribution of literature in areas of Town property, which is not open to the public, is strictly prohibited.

Further, solicitation or distribution of literature by the public is prohibited where such activities disrupt, interfere, or otherwise substantially impair Town operations.

This includes all vendors and sales people who are attempting to sell goods or services to Town employees during work hours.

Unauthorized solicitation or distribution of non-work related literature by Town employees on Town property is prohibited.

5.178 TRAVEL AND SUBSISTENCE ALLOWANCE:{tc "5.14 TRAVEL AND SUBSISTENCE ALLOWANCE:" \f C \l 2}

The Town pays for or reimburses the costs of certain meeting and travel expenses for Town employees who incur such qualified expenses in the course of their employment with or service to the Town.

In order to be reimbursable, these expenses must be incurred in the furtherance of official Town business or attendance at professional meetings, conferences, seminars or training sessions which promote job knowledge.

No payment or reimbursement shall be made unless prior authorization is obtained in advance of the expenditure. Authorization shall be made by the Town Manager through the employee's Department Head.

Such reimbursements are subject to Town budget limitations and must be in compliance with applicable laws and Town rules, regulations and policies and as set forth in the Town's Travel Policy which is set forth at **Appendix F**.

5.1~~8~~9 INTERVIEW EXPENSES:{tc "**5.15 INTERVIEW EXPENSES:**" \f C \l 2}

In certain limited circumstances, the Town may provide reimbursement for interview expenses to applicants being considered for ~~managerial~~ exempt positions (i.e. Department Heads and above).

In order to receive travel expense reimbursement, prior written authorization by the Town Manager is necessary.

In no event shall reimbursement exceed twenty-five hundred dollars ($2,500.00) and shall be payable only upon proof of expenditures occasioned by the interview.

The rate of payable reimbursement shall be the same as the established rate for Town employee travel reimbursement and as provided by law.

{tc "**5.16 MOVING EXPENSE:**" \f C \l 2}**5.~~19~~20 MOVING EXPENSE:**

In certain limited circumstances, the Town may provide reimbursement for moving expenses to newly hired ~~managerial~~ exempt employees.

In order to receive moving expense reimbursement, the employee shall submit three (3) quotes from moving vendors in order to obtain approval and written authorization by the Town Manager.

In no event shall reimbursement exceed five thousand dollars ($5,000.00) and shall be payable through payroll only upon proof of actual expenditures occasioned by the move.

5.2~~0~~1 EMPLOYEE DUTY TO NOTIFY EMPLOYER:

The Town anticipates and requires its employees to keep accurate information relevant to an employee's job status updated with the Town.

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Employees are required to immediately notify the Town of all changes which may impact their job status including but not limited to notifying the Human Resources Director of all arrests, license suspension or revocation (if required for the employee's job), current contact information (i.e. current address and phone contact information) and any other such information. , and in keeping their current contact information correct by completing and submitting to the Human Resources Director an updated Employee Contact Form, and Employee Beneficiary Designation Form.

5.22 TOWN'S RIGHT TO PERFORM PERIODIC CRIMINAL BACKGROUND CHECKS:

The Town is committed to ensuring that its workforce adheres to all required laws. As such, the Town may in its discretion periodically update an employee's criminal history background. Employees who are considered for promotion shall be subject to a criminal background check.

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SECTION 6
EMPLOYEE BENEFITS{tc "SECTION 6. EMPLOYEE BENEFITS" \f C \l 1}

6.1 SCOPE AND PURPOSE:{tc "SCOPE AND PURPOSE:" \f C \l 2}

This section sets forth the rules, regulations and procedures for the establishment and maintenance of the Town's Employee Benefits applicable to all personnel in the Town of Lake Park.

6.2 STATEMENT OF POLICY:{tc "STATEMENT OF POLICY:" \f C \l 2}

The Town of Lake Park is committed to providing the best possible employee benefits package to Town employees permitted by and feasible with the budget and the changing economic times.

All eligible employees of the Town shall receive employee benefits consistent with the Town's policy, the current contracts with the Town's benefits providers, and in accordance with applicable state and federal laws and applicable collective bargaining agreements, if any.

Town benefit plans shall be renegotiated from time to time and may undergo changes and modifications at those times based upon full consideration of marketplace and budgetary factors.

6.3 SOCIAL SECURITY BENEFITS:{tc "SOCIAL SECURITY BENEFITS:" \f C \l 2}

The Town participates in the Social Security program, deducting that portion of the employee's salary as required by law for purposes of ensuring the applicability of employee participation and coverage.

6.4 ~~HEALTH~~ MEDICAL INSURANCE BENEFITS:{tc "HEALTH INSURANCE BENEFITS:" \f C \l 2}

The Town provides medical ~~health~~ insurance coverage for all of its full-time employees consistent with Town policy.

Specific medical ~~health~~ insurance carriers may change from time to time in order to ensure that the Town be able to obtain competitive and reasonable rates for its employees.

The Town shall pay to the extent financially feasible for the full cost of each full-time employee's medical ~~health~~ insurance and may pay a set amount to be utilized for the employee's dependent care coverage.

Employees desiring dependent care coverage shall be responsible for paying their portion of dependent medical ~~health~~ care coverage not provided by the Town.

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Employees who are separated from employment with the Town through termination or resignation are eligible to apply for COBRA coverage as provided by law. ~~and may be eligible for additional insurance assistance as provided in the American Recovery and Reinvestment Act of 2009 (ARRA).~~ The Human Resources Director is charged with notification of COBRA and ~~ARRA~~ coverage to eligible employees.

Comment [B7]: The last extension of ARRA was to June 1, 2010 BMT

6.5 DENTAL AND VISION INSURANCE:{tc "DENTAL AND VISION INSURANCE:" \f C \l 2}

The Town shall pay to the extent financially feasible dental and vision care coverage for all of its full-time employees consistent with Town policy.

In the event that the Town elects not to pay a portion of dental and/or vision care insurance for its employees, those employees may obtain dental and vision care coverage at the employee's expense through the Town's plan.

Employees desiring dental and/or vision care coverage for their dependents may elect to obtain coverage at the employee's expense through the Town's plan.

6.6 LIFE INSURANCE:{tc "LIFE INSURANCE:" \f C \l 2}

If financially feasible, ~~A~~ all full-time employees are provided with a designated amount of life insurance consistent with Town policy.

Employees desiring increased life insurance coverage may obtain coverage at the employee's expense.

6.7 PENSION AND DEFERRED COMPENSATION PLANS:{tc "PENSION AND DEFERRED COMPENSATION PLANS:" \f C \l 2}

The Town shall obtain and make available to its full-time employees ~~who work at least one thousand (1,000) hours per fiscal year~~ a pension plan and a deferred compensation plan in which its employees may participate.

Details of the Town's Pension and Deferred Compensation Plans shall be made available in the Human Resources Department.

NOTE: In the event a regular full-time employee who is a participant in the Town's pension plan and deferred compensation plan is the subject of a reduction in force which results in the elimination of the employee's full-time position and if the employee is rehired pursuant to the

reduction in force as a regular part-time employee, the employee will be entitled to continued participation in the Town's pension and deferred compensation plan.

6.8 DISABILITY INSURANCE:{tc "6.8 DISABILITY INSURANCE" \f C \l 2}

The Town to the extent financially feasible, provides short and long term disability insurance coverage for its full-time employees consistent with Town policy.

Details of the Town's disability insurance coverage shall be made available in the Human Resources Department.

6.9 VACATION, SICK AND PERSONAL LEAVE:{tc "VACATION, SICK AND PERSONAL LEAVE:" \f C \l 2}

All full-time employees earn vacation, sick and personal leave in accordance with Town policy or an applicable collective bargaining agreement, if any.

Leave is earned from the commencement of full-time employment status.

Employees must be in an active pay status during the pay period to be eligible to earn accrued leave.

Vacation Leave:{tc "**Vacation Leave**" \f C \l 3}

All full-time employees shall earn vacation leave on an annual basis based upon their years of employment with the Town as follows:

0 to 5 years of employment	5 hours per pay period (16 days annually)
6 to 10 years of employment	6 hours per pay period (19.5 days annually)
10+ years of employment	8 hours per pay period (26 days annually)

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

Employees can accrue up to 480 hours of vacation leave for a total of 60 days. ~~at a payment of 100 percent on a use it or lose it basis.~~ Upon separation of employment no employee shall be paid more than a maximum of 240 hours (30) days of vacation leave. Vacation leave shall be

compensated upon termination of employment at the rate of pay in effect on the date of such termination of employment.

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

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

Employees new to the Town who are still on probation shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town unless justified by the employee and approved by the employee's supervisor and Department Head.

NOTE: In the event an employee has exhausted his or her sick leave, in certain extraordinary circumstances the employee may request to use his or her available vacation leave subject to the recommendation by the Department Head and the approval by the Town Manager.

Sick Leave:{tc "**Sick Leave:**" \f C \l 4}

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

Employees covered by a collective bargaining agreement shall accrue sick leave as set forth in the agreement (i.e., union contract).

Sick leave may be used as a result of sickness or illness of the employee or of a member of the employee's immediate family as defined at subparagraph 4 below. Sick leave may also be used for the employee to attend to health-related appointments for which arrangements could not be made outside of the employee's regular hours of duty for the employee or the employee's immediate family member.

~~Sick leave shall continue to accrue during periods of authorized absence during which the employee is in an active pay status.~~

Upon voluntary separation of employment with the Town, employees shall be paid terminal pay of such sick leave in accordance with the Town's Terminal Pay policy set forth in Section 8 ~~Town Policies of this Handbook.~~ .14 of this Handbook.

~~**NOTE**: Upon adoption of this Handbook, all current employees shall have a one time option to convert up to 120 hours (15 workdays) of their annual leave bank to sick leave.~~

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

1. The employee shall notify the Department Head or supervisor not later that one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.

2. If an employee becomes ill while at work and must leave, the employee must report his illness to his supervisor or Department Head in order to record the date and time of his departure.

3. Sick leave shall not be authorized prior to the time it is earned and credited to the employee.

4. Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave, shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.

5. Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.

6. Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a ~~p~~Physician's ~~c~~Certificate~~ion~~ documenting the ~~of~~ illness~~.~~ and a doctor's statement of "fitness for full duty" in order to return to work. **Claiming sick leave when physically fit shall be cause for disciplinary action, up to and including termination of employment.**

Use of sick leave requires that the employee call in on a daily basis in accordance with Town leave procedures.

Personal Leave:{tc "Personal Leave" \f C \l 4}

Employees may use 24 hours ~~three (3) workdays~~ of sick leave per fiscal year designated as personal leave.

Employees covered by a collective bargaining agreement shall utilize personal leave as set forth in the agreement (i.e., union contract).

Personal leave, while deducted from an employee's annual sick leave accrual, may be used for any reason.

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

Employees seeking to use personal leave for an entire workday (i.e. eight hours) must notify their Department Head or supervisor at least one hour prior to the beginning of the employee's work shift.

To be granted personal leave for less than an entire workday (i.e. eight hours), the following procedures must be strictly adhered to in order to obtain authorization from the employee's Department Head:

1. Whenever possible, the employee shall notify the Department Head or supervisor not less than one hour prior to the beginning of the employee's normal work shift.

2. If an employee encounters a situation prior to the start of the work shift which would not allow an hour's notice, the employee shall notify the Department Head or supervisor as soon as possible to request authorization to use personal leave.

3. If an employee encounters a situation while at work and must leave, the employee must notify his Department Head or supervisor prior to leaving in order to request authorization to use personal leave.

6.10 MAJOR ILLNESS LEAVE:

~~Paid major illness leave is available upon application by for employees who need to be off work for an extended period due to their own major illness, or injury. if their sick and vacation leave accruals have been exhausted. : Major illness leave may not be utilized by employees who are injured in the line of duty (Worker's Compensation). A major illness is defined generally as an illness or injury requiring hospital treatment and enforced recuperation under a doctor's orders in excess of ten (10) workdays.~~

~~A major illness is defined generally as a non-work related an illness or injury requiring hospital treatment and enforced recuperation or ongoing intermittent treatment under a doctor's orders. in excess of ten (10) workdays.~~

~~Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, do not qualify an employee for major illness benefits.~~

~~Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.~~

~~Employees applying for the use of major illness leave must submit a Physician's Certificate documenting the illness. The application for receiving major illness leave must be recommended by the Department Head and forwarded to the Town Manager for consideration and possible approval. requesting the use of major illness leave must submit a Physician Certificate documenting the illness. Upon return from major illness, a doctor's statement of "fitness for duty" shall be required in order to return to work. Following the use of major illness leave for purposes other than absences due to ongoing intermittent treatment, doctor's statement of "fitness for duty" shall be required in order to return to work.~~

~~All available paid sick leave (including major illness leave), then all available paid vacation time, must be used concurrently from the first day of any Family Medical Leave.~~

~~Employees must use sick leave for the first ten (10) workdays of the documented major illness. Should the employee not have sufficient sick leave to cover the first ten (10) workdays of the documented illness, the employee shall be paid the amount of sick leave that is available and will not receive any payment until after the tenth (10th) working day of the documented illness at which time the employee shall be paid using major illness leave that is available at the prevailing rate.~~

~~Employees who that become eligible for short or long-term disability during the documented illness shall be required to use the short term or long term disability provided by the Town.~~

~~Employees may use major illness leave and/or sick leave vacation leave to supplement the short-term and long-term disability.~~

Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury. Major illness leave may not be utilized by employees who are injured in the line of duty (Worker's Compensation).

A major illness is defined generally as a non-work related illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Employees applying for the use of major illness leave must submit a Physician's Certificate documenting the illness. The application for receiving major illness leave must be recommended by the Department Head and forwarded to the Town Manager for consideration and possible approval. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

NOTE: Employees applying for short or long term disability may submit the Attending Physician's Statement accompanying such claim forms as the Physician's Certificate documenting the illness.

~~**NOTE:** One-half of each employee's major illness leave accrual as of the date of the adoption by the Town Commission of the Handbook shall be converted to sick leave.~~

6.11 SICK LEAVE DONATION PROGRAM:{tc "**SICK LEAVE DONATION PROGRAM:**" \f C \l 2}

The Town of Lake Park recognizes and values the contribution and dedication of its employees and desires that Town employees who have non-work related major illnesses or injuries have access to use of a sick leave donation program.

Eligible employees must first have exhausted their vacation, sick/personal leave, including major illness leave, and must be in an authorized leave without pay status prior to requesting the use of sick leave from the donation program.

An eligible employee may request sick leave from the program by submitting a written request for paid sick leave from the donation program to the Town's Human Resources Director. The written request must be on the Town's Sick Leave Donation Request Form and shall include a note from the employee's physician certifying that the employee has a non-work related major illness or injury, the anticipated length of time necessary for the employee to recover and return to work and a release authorization signed by the employee that the Town may call the physician to determine eligibility and recovery information.

Upon receipt of necessary documentation, the Human Resources Director shall submit the request to the Town Manager for approval. In reviewing the request, consideration will include the requesting employee's leave history, as well as the severity of the illness/injury.

Donated time will be given to the requesting employee on an hour-for-hour exchange between the requesting employee and the donor employee.

The Human Resources Director and the Finance Department Director shall be notified of the employee's return to work and/or any major changes in the employee's medical condition.

If approved, the Town Manager shall send out a letter and Sick Leave Donation forms to the Town's employees notifying them of the request for the donation of sick leave from the requesting employee.

To be eligible to donate sick leave, employees must have a sick leave balance of at least eighty (80) hours, ten (10) workdays, of which a maximum of forty (40) hours, five (5) workdays, may be donated.

In the event a number of employees desire to donate their accrued sick leave to the requesting employee, each donor employee will, to the extent possible, have the same number of hours deducted from among the group of donating employees.

~~In no event will the sick leave donation continue beyond the first day of eligibility for short term disability by the requesting employee.~~

6.12 LEAVE OF ABSENCE WITHOUT PAY:{tc "6.12 LEAVE OF ABSENCE WITHOUT PAY" \f C \l 2}

Regular full-time employees are eligible for leave of absence without pay; however, all requests for this type of leave shall be reviewed on a case-by-case basis and must be approved in advance by the Department Head and the Town Manager.

Requests for leave without pay shall be made in writing by the employee to the employee's Department Head for submittal to and approval by the Town Manager.

Except in unusual circumstances, all (vacation, sick and personal) leave must be exhausted before leave without pay is approved and authorized.

~~Vacation and sick~~ Leave without pay shall not exceed three (3) months unless the Town Manager provides advance written approval of such an extension not to exceed an additional three (3) months.

Vacation and sick leave benefits shall not be earned during extended leave without pay. Those employees who are approved for an extension shall pay the entire amount of health, dental and vision insurance ~~for themselves and any dependents.~~ as well as any elective benefit premiums for themselves and any dependents.

When returning to work, the employee shall, to the extent feasible, be re-instated to the former position or one of equal status and pay, if available, and may be required to present a physician's certification of fitness for duty.

6.13 BEREAVEMENT LEAVE:{tc "**BEREAVEMENT LEAVE:**" \f C \l 2}

Full-time employees are entitled to three (3) workdays of bereavement leave in the event of the death of an immediate family member and shall request such leave through their immediate supervisor or Department Head.

The immediate family shall consist of parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage, adoption or legal guardianship.

Bereavement leave shall not exceed three (3) workdays. However, in the event that the funeral is held in a state other than Florida and the employee attends, an additional two (2) workdays may be granted at the discretion of the Department Head.

NOTE: Employees utilizing bereavement leave shall be required to submit appropriate documentation to the employee's Department Head.

6.14 LEAVE TO ATTEND FUNERALS:{tc "**LEAVE TO ATTEND FUNERALS:**" \f C \l 2}

Full-time employees may take time off to attend funerals by utilizing personal leave in accordance with Town policy.

6.15 TOWN APPROVED HOLIDAYS:{tc "6.15 TOWN APPROVED HOLIDAYS" \f C \l 1}

The Town provides twelve (12) paid holidays per year for all full-time employees:

New Year's Day
Martin Luther King Day
Presidents' Day
Spring Holiday (as set forth in the annual Town Calendar)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas
Employee's Birthday*
Floating Holiday of Employee's Choice*

Comment [B8]: This is consistent with the union contract, and this holiday was observed by all Town employees in 2012. BMT

Generally, in the event that the holiday occurs on a weekend, the workday closest to the holiday shall be the observed paid holiday.

*The Floating Holiday of the Employee's eChoice must be scheduled and taken during the applicable fiscal year (i.e. October 1 through September 30). The employee must notify the supervisor and obtain department approval prior to designating and taking either of these holidays. The employee's Birthday Holiday must be taken within a twelve-month period immediately following the employee's birthday.

6.16 HOLIDAY PAY:{tc "**HOLIDAY PAY:**" \f C \l 2}

All regular full-time and regular part-time employees of the Town are eligible to receive holiday pay in accordance with Town procedures. To receive this benefit, an employee must be at work or on a paid approved leave or designated furlough day the day before and the day after the scheduled holiday.

Holiday pay shall be paid at the employee's regular rate of pay for a maximum of eight (8) hours of pay.

When a non-exempt employee is required to work on a Town approved paid holiday, the employee's rate of pay will be calculated as overtime pay for each hour actually worked in addition to eight (8) hours holiday pay.

NOTE: When a regular full-time employee's established work hours do not include a paid legal holiday observed by the Town, the employee shall be credited with eight (8) hours of vacation leave.

6.17 JURY DUTY:{tc "**JURY DUTY:**" \f C \l 2}

Regular full-time employees called for jury duty are entitled to civil leave with pay for the period of absence required for court attendance.

Civil Jury Leave shall not be charged to any leave balances.

The employee, if excused from jury duty, shall return to work immediately except that employees released from jury duty on or after 2:00 p.m. shall not be required to report to work until the next working day.

Employees shall be entitled to all fees received as a juror.

6.18 OFFICIAL COURT ATTENDANCE:{tc "**OFFICIAL COURT ATTENDANCE:**" \f C \l 2}

Regular full-time employees who are subpoenaed or ordered to appear as a witness for a deposition or other legal proceeding or to testify at trial or other legal proceeding in an official capacity on behalf of the Town, state or federal government shall be entitled to leave with pay for such period as the employee's court attendance is required.

Such leave shall not be charged against any leave balances and mileage may be reimbursed if the employee uses his or her personal vehicle for transport.

Employee participation in any litigation not associated with their employment with the Town, which requires that the employee be absent from work shall use either personal leave or vacation leave in accordance with Town policy.

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6.19 MILITARY LEAVE:{tc "MILITARY LEAVE:" \f C \l 2}

In accordance with applicable laws, Town employees who are members of the military or any reserve unit of the United States Armed Services shall be entitled to military leave without loss of pay or other benefits for up to seventeen (17) workdays in any calendar year so they may participate in annual training or other such duties ordered by the appropriate authority.

Employees of the Town who are summoned to active service shall be granted a military leave of absence from their positions and shall be entitled to full pay for the first thirty (30) days of leave. The remainder of any such leave shall be without pay.

The employee requesting military leave shall be required to provide the Town with a copy of the military orders requiring service, the dates of the required service and any other pertinent information as required by Town policy. All requests for military leave shall be made in writing to the Town's Human Resources Director.

6.20 COLLEGE TUITION REIMBURSEMENT:{tc "COLLEGE TUITION REIMBURSEMENT:" \f C \l 2}

The Town may reimburse its employees for some or all of their tuition expenses in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee agrees in writing to remain in the Town's employment for two years (24 months) following completion of the last reimbursed course.

The Town reserves the right to modify or eliminate its tuition reimbursement program in the event of financial hardship or insufficiency of Town funds.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

In order to qualify for reimbursement, the employee seeking to participate in the Town's tuition reimbursement program must do the following: (1) obtain the approval of the appropriate Department Head and the Town Manager prior to beginning the course; (2) pay for the course; (3) submit proof of payment or delayed payment from the accredited school to be paid not later than thirty (30) days after submission of grades; (4) and submit documentation of the grade received.

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

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

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

NOTE: Payments for educational credits for union employees shall be done in accordance with the collective bargaining agreement.

6.21 WORKERS' COMPENSATION:{tc "**WORKERS' COMPENSATION:**" \f C \l 2}

Town employees are eligible for workers' compensation benefits in accordance with state law, Town policy as set forth in the Town's Illness in the Line of Duty Policy as set forth in this Handbook at Section 8.1~~+~~2 and applicable collective bargaining agreements, if any.

Employees involved in an accident and who sustain an injury or illness arising from and in the course of employment must notify their respective supervisor immediately.

The immediate supervisor or Department Head shall immediately notify the Human Resources Director for insurance and risk management purposes, and for purposes of requiring that the employee obtain a post-accident drug test. The Human Resources Director shall report the injury to the Town's workers' compensation carrier.

6.22 UNEMPLOYMENT COMPENSATION:{tc "6.22 UNEMPLOYMENT COMPENSATION" \f C \l 2}

The Town provides unemployment compensation benefits for its employees as required by state law.

6.23 FAMILY AND MEDICAL LEAVE:

The Family and Medical Leave Act policy of the Town shall be interpreted, governed and in accordance with the Family and Medical Leave Act of 1993 or any subsequent amendment, and as set forth in Section 8.4 Town Policies.

Employees who have worked for the Town for a total of twelve (12) months and who have worked at least 1,250 hours over the previous twelve (12) month period may take up to twelve (12) weeks of job protected unpaid leave during any twelve (12) month period for certain specified reasons as set forth in the Town policy.

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SECTION 7
EMPLOYEE RIGHTS
AND DISCIPLINARY PROCEDURES{tc "SECTION 7. EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES" \f C \l 1}

7.1 SCOPE AND PURPOSE:{tc "C \"7.1 SCOPE AND PURPOSE\" \f C \l \"2\" "}

This section sets forth the rules, regulations and procedures for the establishment and maintenance of the Town's Employee Rights and Disciplinary Procedures applicable to relevant personnel of the Town of Lake Park.

Employees covered by applicable collective bargaining agreements shall be afforded the rights contained in this section and if in conflict with their collective bargaining agreement, the collective bargaining agreement shall prevail.

~~Managerial Exempt Department Heads, Assistant Department Heads, and other specifically designated positions serve at the pleasure of the Town Manager and may be subject to dismissal from employment with the Town with or without cause and without appeal rights in accordance with Town policy and procedures.~~

7.2 STATEMENT OF POLICY:{tc "STATEMENT OF POLICY" \f C \l 2}

The Town of Lake Park is committed to ensuring that all employees of the Town are entitled to fair, consistent and equitable treatment in their employment with the Town. This by necessity provides that the rights of all Town personnel shall be respected, that they will be afforded equal treatment and that any disciplinary actions taken will be done in accordance with applicable laws, due process and Town policy and procedures.

7.3 DUE PROCESS OF LAW:{tc "DUE PROCESS OF LAW" \f C \l 2}

Town employees shall be afforded clear, concise standards of conduct by which to conduct themselves. As set forth in Section 5 of this Handbook, employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a manner that reflects credit upon themselves and the Town.

As a direct consequence, the Town, through its Town Manager, Department Heads and supervisors, shall ensure that when necessary, employees subject to possible disciplinary action shall be afforded all aspects of due process of law, including the opportunity to have any potential disciplinary infractions, grounds and/or complaints made known to them, unless

specifically prohibited by law or a law enforcement entity, the right to be heard and to respond to those matters orally and/or in writing, as appropriate.

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7.4 FORMAL CONFERENCE:{tc "FORMAL CONFERENCE/MEETING" \f C \l 2}

A formal conference is a discussion which may occur whenever it is deemed necessary for a supervisor to engage in fact finding concerning an employee's unsatisfactory or unacceptable behavior or performance.

A formal conference affords the employee the right to be told the nature of any incident, offense or behavior that may be the basis for disciplinary action to be taken against the employee and to present the employee's side of the story.

A formal conference may lead to disciplinary action being taken, but the conference/meeting is not disciplinary in nature.

A document recording the date, time and basis for the formal conference shall be placed in the employee's personnel file after the employee has signed acknowledgment of receipt of the conference document.

NOTE: Notwithstanding the provisions set forth in Section 7.4, the Town Manager reserves the right to hold a formal conference without notice with any employee if the Town Manager deems such conference to be warranted.

7.5 GROUNDS FOR DISCIPLINARY ACTION:{tc "GROUNDS FOR ACTION" \f C \l 2}

Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, or engages in any action which the Town Manager determines is sufficient cause for discipline, that employee shall be subject to disciplinary action as appropriate. The employee will be notified by the employee's supervisor, as soon as possible, if legally permissible, of the noted deficiency or violation, or as set forth in an applicable collective bargaining agreement.

7.6 PROGRESSIVE DISCIPLINE:{tc "PROGRESSIVE DISCIPLINE" \f C \l 2}

The Town recognizes the concept of progressive discipline and shall utilize, when appropriate, the tenets of progressive discipline as the desirable method for remediation of the employee's behavior.

While it is recognized that the least intrusive methods for correcting behaviors shall be utilized whenever possible, the degree of discipline shall be related to the seriousness of the offense and the employee's record.

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7.7 TYPES OF DISCIPLINARY ACTIONS:{tc "TYPES OF DISCIPLINARY ACTIONS" \f C \l 2}

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

- documented written verbal reprimand;
- documented written reprimand;
- suspension of up to three workdays without pay;
- suspension of greater than three workdays without pay; or
- termination of employment.

7.8 CATEGORIES FOR DISCIPLINARY ACTIONS:{tc "7.8 CATEGORIES FOR DISCIPLINARY ACTIONS" \f C \l 2}

The Town has set forth three (3) categories for disciplinary actions, (i.e. Category I, Category II and Category III) consisting of sample examples of grounds for such action. Such examples are illustrative and are not intended to be the complete list of possible grounds for disciplinary action.

The employee standards and behaviors set forth in Section 5 Employee Standards and Procedures of the Handbook are required to be followed by all Town employees. Employees failing to adhere to those standards shall be subject to disciplinary action.

The Town reserves the right to treat each disciplinary occurrence individually without setting precedent for future cases.

The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Accordingly, employee behaviors that demonstrate patternistic or repetitive negative behaviors may cumulatively warrant greater disciplinary action.

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7.9 CATEGORY I - GROUNDS FOR DISCIPLINARY ACTION: {tc "7.9 CATEGORY I -- GROUNDS FOR DISCIPLINARY ACTION" \f C \l 2}

First Offense:	**Documented Written Verbal Reprimand**
Second Offense:	**Documented Written Reprimand**
Third Offense:	**Suspension of up to three workdays without pay at the determination of the Town Manager**
Fourth Offense:	**Suspension of greater than three workdays without pay at the determination of the Town Manager**
Fifth Offense:	**Termination of Employment**

a. Discourtesy to any person the employee comes in contact with while in the performance of duties, on Town property or Town time.
b. Creating conflict with co-workers or supervisors.
c. Failure to report absence or late arrival to work to the supervisor (or other designated representative) by the time required by departmental policy.
d. Wasting time or loitering during working hours.
e. Tardiness in reporting to work.
f. Taking more than specified time for meals or rest periods.
g. Productivity or workmanship not up to required standards of performance.
h. Using all available paid leave as earned excluding authorized and approved vacation days.
i. Operating, using or possessing tools, equipment or machines to which the employee has not been assigned or using Town-owned equipment without prior authorization from the immediate supervisor.
j. Violating a safety rule or practice, including failure to wear safety equipment or to follow safety rules as requested.
k. Engaging in horseplay, wrestling, malicious mischief, demonstrations on the job or other types of disorderly conduct.
l. Creating or contributing to unsafe/unsanitary conditions or poor housekeeping.
m. Failure to report outside employment, including self-employment, to the appropriate Department Head.
~~n. Failure to notify the Human Resources Director of any changes to the employee's current contact information.~~
~~o.~~n. Unauthorized posting or removal of any matter on the Town bulletin boards or Town property at any time.
~~p.~~o. Unauthorized distribution of written, electronic or printed matter of any description on Town premises.
~~q.~~p. Soliciting, vending or collecting contributions for any purpose whatsoever at any time on Town premises, unless authorized.
~~r.~~q. Violating the Town's dress code.

~~q.~~r. Violating the Town's policy pertaining to personal phone calls.
~~r.~~s. Engaging in an action which the Town Manager determines is sufficient cause for discipline under this category.

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7.10 CATEGORY II - GROUNDS FOR DISCIPLINARY ACTION:{tc "7.10 CATEGORY II - GROUNDS FOR DISCIPLINARY ACTION" \f C \l 2}

First Offense:	**Documented Written Reprimand or Suspension of up to three workdays without pay at the determination of the Town Manager.**
Second Offense:	**Suspension of greater than three workdays without pay at the determination of the Town Manager**
Third Offense:	**Termination of Employment**

a. Failure to work overtime, special hours or special shifts, after being scheduled or assigned according to overtime and standby duty policies.
b. Failure to report an arrest or incarceration or suspension or revocation of a driver's license if required for the employee's job.
c. Threatening, intimidating, coercing or interfering with coworkers or supervisors at any time.
d. Sleeping during working hours.
e. Being in possession, and/or under the influence of alcohol or illegal drugs or the improper use of prescription drugs, or other unauthorized substances as defined in the Town's Drug Free Workplace Policy as set forth at **Appendix H** of this Handbook while on duty, operating Town equipment or on Town property. **NOTE:** A repeat of this offense will result in immediate termination of employment in adherence to the Town's Drug Free Workplace Policy.
f. Participating in activities involved with gambling and other games of chance while on duty.
g. Absence without permission or without notification prior to the start of the workday.
h. Accumulating two (2) unauthorized leave days without pay (LWOP) in a twelve-month period (i.e., chronic absenteeism).
i. Quitting work or leaving assigned work area during working hours without permission.
j. Making or publishing false, vicious or malicious statements concerning any employee, supervisor, the Town or its operation.
k. Use of abusive or obscene language while on duty.
~~k.~~l. Violation of the Town's Workplace Bullying Policy.
m. Carelessness or any other misbehavior which results in injury to Town personnel or damage to any Town Property or the property of others while on duty.
~~l.~~n. Any misuse or negligent acts to a Town owned cellular phone or mobile communication devise (CP/MCD).
~~m.~~o. Unauthorized use or possession of another employee's personal property, tools or equipment without the employee's consent.

n. Failure to immediately report an illness, accident or personal injury in which the employee was involved while on the job. ~~: within 24 hours of the illness, accident or personal injury~~.

~~o.~~g. Unauthorized use of Town vehicles.

~~p.~~r. Driving a Town vehicle on duty without possession of the appropriate valid State of Florida license.

~~q.~~s. Participation in prohibited political activity.

~~r.~~t. Using the Town's information technology system (i.e., computers, cellular phones, etc.) in a manner that is in violation of the Town's policies and procedures governing such usage.

~~s.~~u. Incompetence or inefficiency in the performance of assigned duties.

~~t.~~v. Concealing defective work which results in a liability to the Town.

~~u.~~w. Insubordination, including but not limited to the following:

- Disobedient to authority; refusal to obey orders
- Refusal to perform an assigned task
- Delay in performing an assigned task
- Failure to perform an assigned task

v. Engaging in an action which the Town Manager determines is sufficient cause for discipline under this category.

7.11 CATEGORY III - GROUNDS FOR DISCIPLINARY ACTION:{tc "7.11 CATEGORY III - GROUNDS FOR DISCIPLINARY ACTION" \f C \l 2}

First Offense: Termination of Employment

a. The manufacture, distribution, dispensing or sale of narcotics or illegal drugs or alcohol or other unauthorized substances as defined in the Town's Drug Free Workplace Policy while on duty, operating Town equipment, or on Town property.

b. Chronic incompetence or inefficiency in the performance of assigned duties.

c. Gross insubordination, including but not limited to, wanton or willful neglect in the performance of assigned duties, or a repeated act or acts of insubordination or disobedience to authority.

d. Misusing, destroying or damaging any Town property or property of any employee.

e. Falsification of personnel or Town records, including but not limited to employment applications, accident reports, leave records, work records, purchase orders, time sheets or any other records.

f. Violation of the time card policy.

g. Making false claims or misrepresentation in an attempt to obtain accident benefits, workers' compensation or unemployment benefits for the employee or another employee.

~~g.~~h. Use of the Town's credit card or vendor accounts in payment of personal expenses or for personal purchases.

~~h.~~i. Provoking or instigating a fight, or participating in a fight on Town Property or while on duty.

~~i.~~j. Possession or use of firearms, ammunition, explosives or weapons on Town property while on duty, unless expressly permitted by Florida law.

~~j.~~k. Theft of, or removal of, any Town Property or property of any employee from the Town without proper authorization.

~~k.~~l. Failure to report to the employee's supervisor the restriction to or loss, suspension, revocation, expiration, etc. of a driver's license when the employee is required to drive while on duty or with restriction to the employee's driver's license which has not been immediately reported to the employee's supervisor.

~~l.~~m. Moral turpitude, including but not limited to, immoral, unlawful or improper conduct or indecency, either on or off the job, which would tend to affect the employee's relationship to his or her job, fellow workers or reputation in the community.

~~m.~~n. Abandonment of position, i.e., absence from duty for a period of two consecutive workdays without proper authorization.

~~n.~~o. Failure to return to work from an authorized leave within two workdays from the scheduled date of return without proper authorization.

~~o.~~p. Accumulating five (5) unauthorized leave days without pay (LWOP) in a twelve-month period.

~~p.~~q. Acceptance from any person of a fee, gift or any other item of value when such fee, gift or item of value is given in the hope or expectation of receiving a favor or benefit from the Town or its employees.

~~q.~~r. Soliciting or accepting gifts or tips in connection with Town business.

~~r.~~s. Use or attempted use of the authority or influence of Town employment for the purpose of soliciting personal discounts from Town vendors.

~~s.~~t. Use or attempted use of political influence or bribery to secure an advantage of any manner with the Town or its employees~~.~~ (i.e., ~~C~~conflict of ~~I~~interest).

~~t.~~u. Work stoppage, i.e., curtailment or restriction of work including, but not limited to, walkout, slowdown, strike, calling in sick, or interference with work on Town work stations or refusal to return to work at the scheduled time.

~~u.~~v. Refusal to consent to drug and/or alcohol screenings when deemed necessary by the appropriate supervisor under the terms of the Drug Free Workplace Policy of the Town.

~~v.~~w. Sexual harassment, i.e., making unwelcome sexual advances, requests for sexual favors, other verbal or physical advances of a sexual nature, or the distribution or display of sexually explicit jokes, photographs or graphs while on duty, during business-related travel and all work-related social functions while on duty even if such functions are held outside of Town property.

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~~w.~~ x. Harassment or retaliation, i.e., inappropriate behavior consisting of making derogatory remarks about a person's membership in a protected class (which includes, but is not limited to women, African-Americans, Hispanics, Native Americans, Asian-Americans [including Pacific Islanders], people age 40 or older, the disabled, veterans and religious groups), posting of cartoons or other visual messages, the distribution or display of jokes that stereotype or make fun of a protected class, or verbal or nonverbal comments or innuendoes that have a negative connotation for a protected class while on duty, during business-related travel and all work-related social functions while on duty even if such functions are held outside of Town property.

~~x.~~ y. Gross misconduct or other serious violations of the Town's policies or procedures or employment standards.

~~y.~~ z. Any action determined by the Town Manager to be so serious as to warrant immediate termination of employment.

7.12 DISCIPLINARY PROCEDURES OF THE TOWN:{tc "7.12 DISCIPLINARY PROCEDURES OF THE TOWN\" \f C \l \"2\" "}

The Town, through the Town Manager, Department Heads and its supervisors, utilize various types of corrective measures and procedures when corrective action is warranted. The Town generally adheres to the concept of progressive discipline as follows:

1. **DOCUMENTED WRITTEN VERBAL REPRIMAND** – A documented written verbal reprimand is used to counsel an employee for purposes of correcting unsatisfactory or unacceptable behavior, conduct or performance. The supervisor, when necessary and appropriate, will verbally advise the employee of the behavior or conduct giving rise to the supervisor's concern in order to place the employee on notice that the behavior or conduct is unacceptable and must be corrected.

   Documented written verbal reprimands are used as a method of counseling the employee when necessary. The supervisor will counsel the employee concerning the employee's behavior and will document that a verbal reprimand has been given to the employee, which shall be submitted immediately to the Human Resources Director for placement in the employee's personnel file.

   A documented written verbal reprimand does not require a formal conference.

2. **DOCUMENTED WRITTEN REPRIMAND** – A documented written reprimand is used if a documented verbal reprimand fails to correct the employee's deficient behavior,

conduct or performance or if the seriousness or repetition of the behavior warrants a written reprimand.

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The procedure for providing an employee with a documented written reprimand shall include a formal conference with the employee prior to issuance of the written reprimand as follows:

- A discussion with the employee by the employee's supervisor or Department Head which provides an explanation to the employee of how the employee has not met expectations;
- A review of the appropriate expectations of behavior and why such behavior is expected and required;
- An opportunity for the employee to discuss any mitigation of the unacceptable behavior or to clarify the event;
- Suggestions for corrective actions.

If the conference results in the supervisor or Department Head's determination that a documented written reprimand is warranted, the supervisor or Department Head shall prepare the written reprimand utilizing the Town form and specifying the nature and date of the offense, the corrective action required and notice that continued unsatisfactory behavior shall result in greater disciplinary action, up to and including termination of employment.

The employee will be required to sign acknowledgement of receipt of the documented written reprimand. The employee shall be given the right of appendage of a written document providing any additional information, which shall, along with the written reprimand, be submitted immediately to the Human Resources Director for placement in the employee's personnel file.

3. **SUSPENSION OF UP TO THREE WORKDAYS WITHOUT PAY** – A suspension of up to three (3) workdays without pay shall be imposed in those cases when the infraction committed by the employee warrants disciplinary action but is not deemed so serious as to result in a recommendation for a longer term suspension or termination of employment.

   Prior to a recommendation that an employee be suspended for up to three (3) workdays from employment, a formal conference shall be held in accordance with Town policy and procedures as follows:

   - A discussion with the employee by the employee's supervisor and/or Department Head which provides an explanation to the employee of how the employee has not met expectations, including a full review of any prior incidents or behaviors that have led to previous disciplinary action;

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- A review of the appropriate expectations of behavior and why such behavior is expected and required;
- An opportunity for the employee to discuss any mitigation of the incident or unacceptable behavior or to clarify the event; and
- Suggestions for corrective actions.

If after the conference is held, the supervisor and Department Head still determine that suspension of up to three (3) workdays is warranted, the Department Head shall prepare and submit the documentation pertaining to the infraction to the Human Resources Director, who shall review it for completeness and shall forward it to the Town Manager for approval.

The Town Manager shall review all relevant documentation and information pertaining to the infraction and shall be charged with making the final determination whether an employee shall be suspended for up to three (3) workdays without pay from Town employment and the length of the suspension. The Human Resources Director shall prepare the Notice of Suspension document.

In the event that the Town Manager approves the suspension, the employee shall be notified of the suspension, the length of the suspension and the terms of the suspension, and of the employee's right to appeal the suspension and the manner and method of the appeal.

~~The employee additionally shall be informed of the employee's right to appeal the suspension and the manner and method of the appeal.~~

The employee shall be provided by the Human Resources Director with the Notice of Suspension document and shall be required to sign acknowledgement of receipt of the form, which shall be placed in the employee's personnel file.

4. **SUSPENSION OF GREATER THAN THREE WORKDAYS WITHOUT PAY** – A suspension of greater than three (3) workdays without pay shall be imposed in those cases when the infraction committed by the employee warrants significant discipline and is not deemed so serious as to warrant termination of employment.

   Prior to a recommendation that an employee be suspended for greater than three (3) workdays from employment, a formal conference shall be held in accordance with Town policy and procedures as follows:

- A discussion with the employee by the employee's supervisor and/or Department Head which provides an explanation to the employee of how the employee has not met expectations, including a full review of any prior incidents or behaviors that have led to previous disciplinary action;

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- A review of the appropriate expectations of behavior and why such behavior is expected and required;
- An opportunity for the employee to discuss any mitigation of the incident or unacceptable behavior or to clarify the event; and
- Suggestions for corrective actions.

If after the conference is held, the supervisor and Department Head still determine that a suspension of greater than three (3) workdays is warranted, the Department Head shall prepare and submit the documentation pertaining to the infraction to the Human Resources Director, who shall review it for completeness and shall forward it to the Town Manager for approval.

The Town Manager shall review all relevant documentation and information pertaining to the infraction and shall be charged with making the final determination whether an employee shall be suspended for greater than three (3) workdays without pay from Town employment and the length of the suspension. The Human Resources Director shall prepare the Notice of Suspension document.

In the event that the Town Manager approves the suspension, the employee shall be notified of the suspension, the length of the suspension and the terms of the suspension, and of the employee's right to appeal the suspension and the manner and method of the appeal.

~~The employee additionally shall be informed of the employee's right to appeal the suspension and the manner and method of the appeal.~~

The employee shall be provided by the Human Resources Director with the Notice of Suspension document and shall be required to sign acknowledgement of receipt of the form, which shall be placed in the employee's personnel file.

5. **TERMINATION OF EMPLOYMENT** – The Town recognizes the seriousness with which the disciplinary action of termination of employment is acted upon, and as such, requires that Town policy and procedures be followed to ensure that the employee's right to due process is met.

   Prior to a recommendation that an employee be terminated from employment, a formal conference shall be held in accordance with Town policies and procedures as follows:

   - A discussion with the employee of the nature of the charge against the employee;

- An opportunity for the employee to provide any mitigation or to further explain the circumstances giving rise to the charge; and
- Notification to the employee of the seriousness of the charge and the possibility of the consequence (i.e. termination of employment).

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If the required conference fails to provide any mitigating circumstances warranting a lesser disciplinary penalty, a termination notice shall be prepared by the Human Resources Director in accordance with Town policy and procedure, who shall forward it to the Town Manager for approval.

The termination notice shall contain a record of previous disciplinary action, if any, the reason(s) for termination, the date of termination, the right of the employee to appeal the termination action and how to do so and instructions for turning over Town property. The employee shall also be provided with a copy of the termination notice and shall sign acknowledgement of receipt of the document, which shall be placed in the employee's personnel file.

7.13 EMPLOYEE RIGHT OF APPEAL:{tc "7.13 EMPLOYEE RIGHT OF APPEAL" \f C \l 2}

No employee of the Town shall be subject to disciplinary action unless the specifics of the reasons for such action are made known to the employee in writing prior to initiating the disciplinary action or termination of employment.

An employee who is the subject of such disciplinary action shall be afforded the right to appeal the appropriateness of the action in accordance with Town policy provided that the employee requests the hearing in writing to the Human Resources Director within five (5) workdays of the notification to the employee of disciplinary action or termination of employment.

~~**NOTE:** As set forth in Section 1.3, Managerial Exempt Department Heads, Assistant Department hHeads and other specifically designated employees serve at the pleasure of the Town Manager and may be terminated from employment without cause and without right to appeal such termination.~~

Comment [B9]: Provides due process to exempt employees in the event of a recommended termination of employment. **BMT**

NOTE: A union employee who is the subject of a disciplinary action shall be afforded the right to appeal the appropriateness of the action in accordance with the Collective Bargaining Agreement.

7.14 INVESTIGATORY LEAVE:{tc "**7.14 INVESTIGATORY LEAVE**" \f C \l 2}

An employee may be placed on investigatory leave to permit the Town to investigate actions including, but not limited to, theft or misappropriation of Town funds and/or property, violence in the workplace, gross safety negligence or acts endangering others, gross insubordination or any other serious misconduct which warrants removing the employee from the worksite.

Investigatory leave shall be confirmed in writing to the employee by the Town Manager stating the reason for the removal of the employee and the expected duration of the leave.

No employee of the Town shall be placed on investigatory leave unless the specifics of the reason for such leave are made known to the employee in writing provided that the Town is not precluded by law enforcement from setting forth the reasons.

The Town Manager shall review all relevant documentation and information and shall be charged with making the final determination whether an employee shall be placed on investigatory leave.

In the event that the Town Manager approves the investigatory leave, the employee, if legally permissible, shall be afforded a formal conference and shall be presented with a letter notifying the employee of the reason for the investigatory leave, the expected dates and duration of the investigatory leave (which may be extended if necessary), the terms of such leave, and direction that the employee remain available to participate in the investigation.

The employee shall be provided with a copy of the letter and shall be required to sign acknowledgement of receipt of the letter, which shall be submitted immediately to the Human Resources Director for placement in the employee's personnel file.

The Human Resources Director shall request the return of Town property and escort the employee from the worksite. Investigatory leave shall be without pay if the matter being investigated is criminal in nature or is being handled by a law enforcement entity.

Depending upon the seriousness of the action being investigated, the Human Resources Director or other appropriate authority will conduct a thorough investigation of the allegations or charges. Upon conclusion of the investigation, the Town Manager will be presented with the findings from the investigation and will determine if the investigatory leave will lead to disciplinary action up to and including termination of employment. The Human Resources Director shall inform the employee in writing of the decision, and if disciplinary action is imposed, the manner in which the employee may appeal the decision.

If the employee is exonerated as a result of the investigation, and the leave was without pay, the employee shall be entitled to back pay and benefits covering the investigatory leave period.

7.15 EMPLOYEE COMPLAINT REVIEW PROCESS:{tc "7.15 EMPLOYEE COMPLAINT REVIEW PROCESS" \f C \l 2}

The Town of Lake Park is committed to providing a uniform, fair and impartial method for resolving employee complaints and/or disputes in the workplace, which includes disciplinary actions. In order to achieve this goal, the Town has established the Employee Complaint Review Committee (ECRC).

~~Non-exempt personnel and n~~Non-union ~~personnel~~ regular full-time and regular part-time employees may present a complaint or make an appeal of disciplinary action or other management decision by addressing the complaint or appeal to the ECRC as set forth below.

Comment [B10]: Extends due process to regular part-time employees. BMT

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Appeal of a Disciplinary Action:

In the event of an appeal of **disciplinary action**, the employee may request an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Appeal of a Non-Disciplinary Action:

Prior to initiating a complaint or appeal concerning a non-disciplinary action, the employee and management should make every attempt to resolve the concern informally and expeditiously utilizing the steps set forth as follows:

- Within five (5) workdays of the event giving rise to the employment concern, the employee shall verbally bring the matter to the attention of the employee's immediate supervisor in an attempt to resolve the issue informally. The supervisor or Department Head shall render a decision to the employee within five (5) workdays.

- If after the verbal discussion the issue remains unresolved, the employee within five (5) workdays shall submit a written statement using the prescribed form to the employee's Department Head setting forth the specifics of the concern. The Department Head shall meet with the employee within ten (10) workdays and shall thereafter have five (5) workdays to render a written decision concerning the issue to be resolved.

- If the concern has not been resolved to the employee's satisfaction, the employee may request within five (5) workdays using the prescribed form submitted to the Human Resources Director that the matter be forwarded to the ECRC for resolution.

- The Town Manager shall submit the request to the ECRC to convene a meeting.

NOTE: The Town Manager reserves the right to move an employee's complaint or appeal to a further step or directly to the ECRC ~~in the sole exercise of the Town Manager's discretion~~ (for example, in matters involving a complaint between the employee and the employee's supervisor).

7.16 COMPOSITION OF THE ECRC:

The ECRC is a peer review committee, which is advisory in nature to the Town Manager. The ECRC shall consist of five members appointed by the Town Manager for three year terms. Every effort shall be made to ensure that the composition of the ECRC is diverse. Members

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must be regular full-time employees of the Town. Any member may be re-appointed for successive terms by the Town Manager. In the event that the dispute or concern giving rise to the complaint or appeal involves a decision by a member of the ECRC, that member must recuse himself or herself and an alternate appointed by the Town Manager shall serve on the ECRC for the complaint or appeal.

A quorum shall consist of three members and no meeting of the ECRC shall take place in the absence of a quorum.

The ECRC shall appoint its Chairperson who shall have control of the ECRC and shall take whatever steps are necessary to ensure a fair, orderly, impartial and expeditious review, and its Secretary. .

The parties shall abide by the decision of the Chairperson on all procedural matters.

If deemed necessary and appropriate, the Town Manager may authorize the use of the Town Attorney for purposes of consulting the ECRC in procedural and legal matters concerning the appeal; however, no attorneys shall be permitted to attend an ECRC meeting.

The ECRC may call for files, records or other documents pertinent to the proceeding and may call upon employees of the Town to answer questions pertaining to the matter to be reviewed. All documents considered shall be appropriately marked and preserved.

There shall be no ex parte communication between a member of the ECRC and the employee or the employee's supervisor or Department Head which in any way pertains to the subject matter of the complaint or appeal.

The ECRC after a thorough review of the issues shall render its written decision and recommendations to the Town Manager within ten (10) workdays of the meeting. The decision shall include the specifics of the issue, including the ECRC's findings of fact, statements of policy and ultimate determination of the issue.

If the Town Manager agrees with the decision of the ECRC, that decision shall be final; however, the Town Manager shall not be bound by the determination of the ECRC and shall have the final decision concerning the issue to be resolved.

The written decision of the Town Manager shall be rendered to the parties within ten (10) workdays of the determination by the ECRC. {tc "6.23 FAMILY AND MEDICAL LEAVE" \f C \l 2}

In the event of an appeal of a disciplinary action of an employee, the employee will be afforded a full opportunity to present his or her case prior to the Town Manager making a determination or reaching a final decision. The employee may present his case to the Town Manager with or without legal counsel.

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7.17 PERSONNEL FILES:

Personnel files shall be kept in accordance with Town policy and applicable state laws. Certain information and documentation may be confidential and exempt from disclosure to the public. ~~or outside parties.~~ Employee health information shall be maintained in compliance with the Health Insurance Portability and Accountability Act (HIPAA)~~.~~ and to the extent permitted by law will be maintained as confidential and exempt from disclosure to the public.

No anonymous letter or anonymous material shall be placed in an employee's personnel file.

Except for materials relating to work performance or such other material that may be the cause for discipline or termination under Town rules, regulations or state law, no derogatory materials relating to an employee's conduct, service, character or personality shall be placed in an employee's personnel file.

Materials relating to work performance or discipline shall be placed in the employee's personnel file in accordance with law upon the employee's receipt of a copy of the material.

An employee may place such additional information in his or her personnel file which explains and/or clarifies such material being placed in the employee's file (i,e. the right of appendage). The employee shall have the right to inspect his or her personnel file upon reasonable notice made to the Department of Human Resources.

The Human Resources Department is charged with maintaining accurate and complete personnel files for employees of the Town. Such personnel files and records shall be retained in accordance with Florida's retention schedule for personnel files and shall be open for inspection in accordance with Chapter 119, Florida Statutes and other applicable laws.

Department Heads are charged with ensuring that personnel file information for ~~its~~ their employees is forwarded to the Human Resources Department in a timely manner for maintenance and retention.

7.18 EMPLOYEE EXIT INTERVIEWS:{tc "7.17 EMPLOYEE EXIT INTERVIEWS" \f C \l 2}

As soon as it is known by the relevant Department Head that an employee is terminating his or her employment with the Town, the Department Head shall notify the Human Resources Director and provide a listing of all Town property (e.g., uniforms, cell phone, identification key or card, etc.) that has been issued to the employee. The Human Resources Director shall schedule an exit interview with the employee at which time the employee will turn in all required

items to the Human Resources Director and all Town property that the employee may have in the employee's possession in order for the employee to be issued a final paycheck. The exit

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interview will also be an opportunity for the Human Resources Director to explain to the employee COBRA ~~and ARRA~~ rights and how to rollover any retirement account monies, etc. if applicable. In the event of involuntary terminations of employment, the Human Resources Director will forego the exit interview but will ensure that all Town property has been returned by the employee.

If the employee wishes to have the final paycheck issued by direct deposit, the exit interview and return of Town property must take place by 5 p.m. on the Friday immediately preceding the week that paychecks are issued. If the exit interview and return of Town property do not take place by the deadline, the employee's direct deposit will be canceled.

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SECTION 8
TOWN POLICIES{tc "SECTION 8. TOWN POLICIES" \f C \l 1}

8.1 SCOPE AND PURPOSE:{tc "SCOPE AND PURPOSE:" \f C \l 2}

This section sets forth the policies of the Town of Lake Park applicable to Town employees as codified through ordinance, resolution, regulation, rule, administrative order or applicable procedures for the establishment and maintenance of the provisions of the Handbook and the policy statements contained herein.

8.2 STATEMENT OF POLICY:{tc "STATEMENT OF POLICY:" \f C \l 2}

The Town of Lake Park, through its employment policies and procedures, is committed to establish for all employment positions conditions that will attract and retain the best qualified employees who shall at all times strive to devote their energy, skills and talent to serve the residents of the Town.

To achieve this goal, the Town Manager is charged with maintaining employment policies and administrative rules which serve to further the Town's mission to its residents.

8.3 EMPLOYEE ASSISTANCE POLICY AND PROGRAM:{tc "EMPLOYEE ASSISTANCE POLICY AND PROGRAM:" \f C \l 2}

The Town recognizes that a broad range of diverse problems not directly associated with an employee's job duties and functions may have an adverse effect on an employee's work performance, attitude and/or attendance.

In most instances, the employee may independently overcome such personal problems and the impact and effect on job performance will be minimal. In other instances, effective supervisory intervention and assistance may lessen the impact on the employee's job performance; however, from time to time, neither the employee nor the supervisor is capable of resolving problems that may continue to impair the employee's effectiveness in the workplace.

The Town is committed to providing assistance to all employees who are experiencing problems that may impair or jeopardize the employee's health and continued employment with the Town. Such assistance will be made available to employees through the Town's Human Resources Director.

Providing employee assistance is intended to help Town employees by providing referrals for consultation, treatment and/or rehabilitation to prevent the progression of problems that impede

job performance. Examples of such problems include medical or emotional problems, work related stress, alcohol or drug dependency, family or marital concerns, or any other type of physical or emotional difficulty that may adversely impact an employee's job performance.

Confidentiality of records will be ensured for employees seeking assistance through the Town's employee assistance program to the extent permitted by applicable state and federal laws.

Information about employee assistance may be obtained by contacting the Human Resources Director.

NOTE: Employee assistance may be accessed by the employee through the Human Resources Director, or the Department Head of the employee or the Town Manager may administratively refer the employee to the EAP for a mandatory management referral by contacting the Human Resources Director. In such situations, if the employee must meet with his or her assigned EAP counselor during normal work hours, the employee's accrued leave shall not be charged.

8.4 FAMILY AND MEDICAL LEAVE ACT POLICY:

The Family and Medical Leave Act policy of the Town shall be interpreted, governed and in accordance with the Family and Medical Leave Act of 1993 or any subsequent amendment.

Employees who have worked for the Town for a total of twelve (12) months and who have worked at least 1,250 hours over the previous twelve (12) month period may take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- Birth and care of the newborn child of the employee within one year of birth;
- Placement with the employee of a son or daughter for adoption or foster care within one year of the placement;
- ~~To~~ Care for the serious health condition of an immediate family member (i.e., spouse, child or parent);
- ~~To take~~ Medical leave when the employee is unable to work because of a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- ~~To care for wounded service members and because of~~ A qualifying exigency arising out of active duty or an impending call to active duty by the employee's spouse, son, daughter or parent.

Additionally, the Family and Medical Leave Act provides for 26 work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if

the employee is the spouse, son, daughter, parent or next of kin of the service member (Military Care Giver Leave).

During the period of leave, the employee shall have his group health insurance maintained in the same manner as when the employee was in an active pay status.

Employees returning from Family Medical Leave who have successfully completed the fitness for full duty verification will be returned to their original or equivalent job position.

~~All available paid sick leave (including major illness leave), then all available paid vacation time, must be used concurrently from the first day of Family Medical Leave.~~

~~**NOTES:**~~

Employees must notify the Human Resources Director whenever they encounter the above reasons for Family Medical Leave, including the need for intermittent leave under this section. If the need for the leave is foreseeable, the employee must notify the Human Resources Director at least 30 days in advance or as soon as is practicable. If the need for the leave is not foreseeable, the employee must notify the Human Resources Director as soon as is practicable in the particular circumstances.

For family/medical leave related to the employee's medical condition, all available sick leave (including major illness leave, where applicable, excluding Family Medical Leave for injury in the line of duty), then all available vacation time, may be used concurrently from the first day of Family Medical Leave to the extent that the leave supplements short term disability payments.

- ~~For family/medical leave related to the employee's medical condition, all accrued sick leave must run concurrently with family/medical leave.~~

- ~~For family/medical leave related to newborn, adopted or foster children, annual sick or vacation leave must be used prior to the leave. The use of sick leave is not a requirement; however, the employee may choose to use accrued sick leave.~~

Employees who are requesting Family Medical Leave because of a serious health condition may be required to obtain medical certification at the time of requesting leave, intermittently during leave, and shall be required to obtain a fitness for full duty certification from the employee's treating physician prior to returning to work.

Employees who are requesting family/medical leave to care for an immediate family member will be required to obtain medical certification of the condition, and may be subject to a second opinion, at the Town's expense.

- ~~Employees who are returning from family/medical leave because of a personal serious health condition shall be required to obtain a fitness for duty certification from the employee's treating physician prior to returning to work.~~

- ~~Employees returning from family/medical leave will be returned to their original or equivalent job position.~~

8.5 DOMESTIC VIOLENCE VICTIM'S LEAVE POLICY:

The Town of Lake Park is committed to ensuring that its employees who are the victims of domestic violence are provided all necessary rights in accordance with applicable laws. As such the Town affirmatively adopts its Domestic Violence Victim's Leave Policy for its employees as set forth in specificity at **Appendix G** of this Handbook.

Employees who have worked for the Town for at least three (3) months as of the date of a requested leave because of an incident of domestic violence for the employee or for a family or household member of the employee will be provided up to three (3) workdays unpaid leave in any twelve (12) month period~~.~~ or the employees may utilize their available vacation, personal, sick leave or compensatory time in accordance with Town policy as set forth in **Appendix G** of this Handbook.

Employees of the Town, except in cases of imminent danger to the health or safety of the employee, family or household member victim, who request such leave shall provide the Human Resources Director appropriate advance notice along with documentation of the act of violence as delineated in the Town's policy. ~~as set forth in **Appendix G** of the Handbook.~~

In all instances of an employee request pursuant to the Town's policy, the requesting employee must notify the Human Resources Director.

8.6 EQUAL EMPLOYMENT OPPORTUNITY POLICY:{tc "EQUAL EMPLOYMENT OPPORTUNITY POLICY:" \f C \l 2}

The Town of Lake Park adheres to a policy of nondiscrimination in employment and strives affirmatively to provide equal opportunity for all as required by state and federal laws. The Town

attempts to identify and overcome real or potential artificial barriers to employment, training, or promotional opportunities for its employees and applicants.

It is the policy of the Town of Lake Park to prohibit discrimination based on race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

The Town strives to ensure a highly qualified staff in terms of educational background and experience which reflects the overall diversity in terms of factors such as race, ethnicity and gender of the pool of qualified candidates.

In recruiting applicants for Town positions, the Town encourages men and women to enter non-traditional occupational areas where their gender is under-represented.

The Town continually develops and reviews job descriptions and entry qualifications in order to ensure that the tasks and duties required are reasonable and do not impose artificial barriers to qualified applicants.

No individual will be denied access, employment, training, or promotion on the basis of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

The Human Resources Department will conduct job advertising and recruitment activities in a manner designed to apprise persons of diverse backgrounds.

Merit principles will be followed in the hiring, promotion and retention of Town employees.

8.7 NON-DISCRIMINATION HARASSMENT POLICY:

It is the affirmative policy of the Town of Lake Park to prohibit discrimination in all aspects of employment or hiring with the Town based on race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

All employees are hereby notified that they are expected to work with other employees without regard for the race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression of the individual.

Harassment or discrimination based on any of the above categories or factors is a violation of applicable laws and a breach of the Town's non-discrimination/harassment policy.

Violations of the Town's policy are expressly prohibited and shall not be tolerated.

Such violations shall be grounds for disciplinary action including, but not limited to, termination of employment.

Sexual harassment, including same sex harassment is a violation of Title VII of the Civil Rights Act of 1964.

Sexual harassment is defined as a pattern of behavior that includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Complaints alleging employment harassment or discrimination on the basis of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression should be made to the ~~Director of the~~ Human Resources ~~Department~~ Director or to the employee's Department Head or supervisor as set forth in Section 8.~~7~~8 **of this Handbook**.

8.8 NON – DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURES:{tc "8.10 NON-DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURES" \f C \l 2}

The Town of Lake Park has established procedures to assure non-discrimination in employment and the elimination of harassment, including sexual harassment in the workplace.

All employees of the Town will be treated with respect. Hostile treatment or violence against employees because of their race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression will not be tolerated.

Discrimination or harassment complaints by employees may arise from actual or perceived situations and circumstances related to the prohibition of discrimination. It is the intent of these procedures to assure that discrimination or harassment complaints are resolved in an expeditious, orderly, and equitable manner that serves to fulfill the letter and intent of the law.

All Department Heads and supervisors are required to make a conscientious effort to fully consider and understand the nature and basis of the discrimination or harassment complaint of an employee and resolve it, to the satisfaction of the complainant, without delay or refer it, without

delay, to the Human Resources Director or other appropriate authority for investigation and resolution.

The initiation of a discrimination or harassment complaint by an employee will not be used as a basis for actions that adversely affect the complainants standing in their work location. Additionally, participation in or assistance in the investigation of a complaint shall not ~~to~~ be used as the basis for any adverse employment action on an employee.

Discrimination or harassment complaints shall be handled using federal enforcement agencies' procedures and standards in the processing and investigation of discrimination/harassment charges and without extraneous administrative barriers.

No anonymous complaints shall be accepted or processed. Notwithstanding this provision, nothing shall preclude an employee from informally discussing any employment concern, including a real or perceived discriminatory or harassment complaint, with the employee's supervisor, Department Head or Human Resources Director.

If the employee wishes to file a formal complaint with the Town, the complaint must be signed attesting that it is true to the best of the complainant's knowledge, information and belief.

Any complainant who knowingly submits false information will be subject to disciplinary action.

A record will be maintained by the Human Resources Director of each discrimination or harassment complaint.

Procedure for Filing a Formal Complaint of Discrimination or Harassment:{tc "Procedure for Filing a Formal Complaint of Discrimination/Harassment" \f C \l 3}

An employee who has a reasonable and good-faith belief that he/she has been the subject of discrimination or harassment because of the employee's race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression, shall communicate in writing the allegation(s) to his/her Department Head or supervisor who shall immediately advise the Human Resources Director in writing using the prescribed form.

If the employee does not feel comfortable discussing his/her complaint at the worksite or next administrative level, the employee may file the complaint directly with the Human Resources Director or the Town Manager if deemed appropriate.

If the complaint is submitted to the Department Head or supervisor, the Department Head or supervisor will be responsible for scheduling a meeting with the complainant to discuss the complaint. In the event the complaint involves the employee's supervisor, the employee may go directly to the next level of administration, up to the Town Manager.

The employee will be requested to provide specific written information regarding the discriminatory or harassing action(s) or inaction(s), the basis (e.g., age, race, disability, etc.) for the action(s) or inaction(s), the alleged offender(s), witnesses, etc.

A failure on the part of the employee to initiate and/or ~~follow-up~~ follow up on a complaint in a timely manner may result in the complaint being considered abandoned. A complaint must be filed within three hundred (300) days of the alleged discriminatory/harassing act(s).

A failure by a Department Head or appropriate supervisor to address a complaint~~;~~ within ten (10) workdays will automatically allow the complainant to move the complaint to the Human Resources Director.

If the employee does not agree with the final determination made by the Human Resources Director, he/she may appeal the determination to the Town Manager by submitting a letter of appeal within ten (10) workdays of the date of the final determination.

Records of an open ongoing investigation shall remain confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, until a final determination is made on the case.

Protected Categories: {tc "**PROTECTED CATEGORIES:**" \f C \l 3}

Complaints filed with the Town based upon allegations of discrimination/harassment shall be based on one or more of the protected guidelines as set forth in law as follows:

Race - this category prevents denial of equal employment opportunities and/or discrimination/harassment because of a person's race. The five recognized races are American Indian or Alaska Native, Asian, Black or African American; Hawaiian or other Pacific Islander; and White. Because everyone has a race they can be discriminated against because of race. Persons from mixed racial backgrounds do not need to prove their exact heritage in order to assert that they have been discriminated against based on race. Likewise this category covers persons being discriminated against because they are married to persons of a different race from their own.

Color - this category prevents denial of equal employment opportunities and/or discrimination harassment because of person's skin tone. Color discrimination can be a subclass within a race

and is based on the fact that a person's skin tone is different from their own. As such, color discrimination can occur within the same race. For example someone who is darker complexioned may discriminate against someone who has a lighter complexion although they are both members of the same race.

Religion - this category prevents denial of equal employment and/or discrimination/harassment because of a person's sincerely held religious practices. In certain circumstances it affords persons accommodations based upon their sincerely held religious practices.

National or Ethnic Origin - this category prevents denial of equal employment and/or discrimination/harassment because of a person's or his/her ancestor's, place of origin; or because an individual has the physical, cultural or linguistic characteristics of a national origin group.

Linguistic Preference - a subclass of national origin discrimination, this category prevents denial of equal employment opportunities and/or discrimination/harassment because of the language a person speaks unless there is a legitimate business need for requiring that a specific language be spoken.

Sex or Gender - this category prevents denial of equal employment opportunities and/or discrimination/harassment because of a person's gender or sex; it ensures that males are not treated differently from females and/or vice versa. Gender discrimination also includes sexual harassment and pregnancy discrimination which are explained below.

Sexual Harassment – Sexual harassment is defined as a pattern of behavior that includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Pregnancy - this discrimination is a form of gender/sex discrimination. ~~t~~This category prevents denial of equal employment opportunities and/or discrimination/harassment of women who are with child.

Age - this category prevents denial of equal employment opportunities and/or discrimination/harassment because of a person's age.

Disability - this category prevents denial of equal employment opportunities and/or

discrimination/harassment because a person either has or is perceived to have a permanent impairment that substantially limits or prevents a major life activity.

Familial Status - this category prevents denial of equal employment opportunities and/or discrimination/ harassment because of a person's familial background.

Marital Status - this category prevents denial of equal employment opportunities and/or discrimination/harassment because a person is or is not married.

Sexual Orientation or Gender Identity or Expression - this category prevents denial of equal employment opportunities and/or discrimination/harassment because of a person's sexual preference. ~~I~~This is based on whether an individual is heterosexual, homosexual, or bi-sexual.

Retaliation - this category prevents a person~~'~~s from taking an adverse employment action against any person that has opposed activity that violates a person's Civil Rights or participated in an investigation pertaining to Civil Rights where there is a link between the adverse employment action and the person's opposition to Civil Rights violations or participation in a Civil Rights investigation.

8.9 WORKPLACE BULLYING POLICY:

The purpose of this policy is to communicate to all employees, including supervisors and Department Heads that the Town will not in any instance tolerate bullying behavior. Any bullying complaint made pursuant to this policy will be investigated by the Town. Employees found in violation of this policy will be disciplined, up to and including termination from employment.

Workplace bullying is defined as any behavior that is repeated, systematic and directed towards an employee or group of employees that a reasonable person, having regard to the circumstances, would expect to be victimizing, humiliating, undermining or threatening. This definition includes retaliation against a Town employee by another employee for asserting or alleging an act of bullying.

Workplace bullying may be intentional or unintentional; **however, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration if and/or when disciplinary action is taken.** The Town considers the following types of behavior to be examples of bullying:

- Verbal Bullying: Spreading rumors or innuendo about an employee or his or her family, ridiculing or maligning a person or his or her family; persistent name calling which is hurtful, insulting or humiliating; using an employee as butt of jokes; abusive and offensive remarks.

- Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to an employee's work area or property

- Exclusion: Socially or physically excluding or disregarding an employee in work-related activities

- Cyberbullying: Use of the Town's or an employee's personal computer technology devices to engage in bullying contrary to this policy

The following examples are illustrative of workplace bullying; however, the list is not intended to be all-inclusive:

- Persistent singling out of one employee

- Shouting, raising voice at an employee in public and/or in private

- Using verbal or obscene gestures; e.g., glances which can convey threatening messages

- Not allowing the employee to speak or express him/herself (i.e., ignoring or interrupting)

- Personal insults and use of offensive nicknames

- Public humiliation (including publicly criticizing an employee in the presence of others)

- Constant criticism on matters unrelated or minimally related to the employee's job performance or description

- Ignoring/interrupting an employee at meetings

- Repeatedly accusing an employee of errors which cannot be documented

- Deliberately interfering with mail and other communications

- Spreading rumors and gossip regarding employees

- Encouraging others to disregard a supervisor's instructions
- Manipulating the ability of an employee to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
- Inflicting menial tasks not in keeping with the normal responsibilities of the employee's job
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Deliberately excluding an employee or isolating them from work-related activities (meetings, etc)
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property) This action may also constitute a Category II(c) offense.
- Stalking

Responsibility of Supervisors and Department Heads:

- Ensure that all employees are aware of this policy
- Ensure that any incident of bullying is investigated regardless of whether a complaint of bullying has been reported by the affected employee or employees
- Respond promptly, sensitively and confidentially to all situations where bullying behavior is observed or alleged to have occurred
- Immediately Report the incident to the Human Resources Director

Responsibility of Employees:

- Town employees are not required or expected to tolerate bullying from any individual employed by the Town. Any Town employee who is subject to or who has witnessed a bullying incident must notify his or her supervisor, Department Head or the Human Resources Department immediately.

Violation of the Town's Workplace Bullying Policy shall result in disciplinary action or termination of employment.

8.910 DRUG FREE WORKPLACE POLICY:{tc "**8.12 DRUG FREE WORKPLACE POLICY**" \f C \l 2}

The Town of Lake Park is committed to safeguarding the health of its employees, to promote a drug free community and to maintain a drug free workplace environment.

Substance abuse seriously endangers the safety and health of Town employees, results in a variety of workplace problems, including increased job injuries, chronic absenteeism, decreased morale and lower levels of employee productivity.

The Town has adopted and implemented a Drug Free Workplace Program in accordance with Florida law as set forth in the Workers' Compensation Act, Chapter 440, Florida Statutes.

Accordingly, the use of illegal drugs, the abuse of alcohol and/or the misuse of prescription drugs by Town employees shall not be tolerated and is expressly forbidden during work hours, while on ~~Town property or in a Town owned vehicle.~~ duty, operating a Town vehicle or equipment, or on Town property or while otherwise performing Town duties away from the Town.

As part of the Town's Drug Free Workplace Policy, the Town has the right to drug/alcohol test its employees under conditions set forth in its policy.

Any employee who violates the Town's policy shall be subject to disciplinary action, up to and including termination of employment.

Employees of the Town are expected to read, understand and strictly adhere to the Town's Drug Free Workplace Policy.

The Town's Drug Free Workplace Policy and Procedure is hereby incorporated and made part of the Handbook and is attached ~~at~~ as **Appendix H.**

8.101 TOBACCO FREE WORKPLACE POLICY:{tc "**8.11 TOBACCO FREE WORK PLACE POLICY:**" \f C \l 2}

The Town of Lake Park seeks to foster the health and well-being of all Town employees, residents and visitors.

Tobacco products pose an established significant risk to the health and potential quality of life of the tobacco user. Additionally, secondary smoke has been determined to cause or increase the risk of health related problems to non-smokers who are within close proximity to the use of tobacco products.

The Town adheres to the requirements of the Florida Indoor Clean Air Act as set forth in Florida law, Chapter 386, Florida Statutes.

Accordingly, the use of tobacco products is expressly prohibited in Town-owned buildings, facilities and Town-owned vehicles. Town employees shall not smoke on Town property except as permitted in outdoor designated smoking areas.

Town employees who smoke tobacco products are encouraged to exercise sensitivity to non-smokers and to refrain from smoking except in designated outdoor smoking areas with adequate ventilation.

8.1~~1~~2 WORKPLACE SAFETY AND HEALTH POLICY:{tc "8.14 WORKPLACE SAFETY AND HEALTH POLICY" \f C \l 2}

The Town of Lake Park is committed to ensuring the safety and health of its employees by promoting and operating a safety and health program that will strive to reduce the number of injuries and illnesses in the workplace.

The Town shall comply with all applicable state and federal laws to accomplish this objective as set forth in the Town's Workplace Safety and Health Manual, which is available to Town employees in the Human Resources Department.

8.1~~2~~3 ILLNESS/INJURY IN THE LINE OF DUTY POLICY:{tc "**8.13 ILLNESS/INJURY IN THE LINE OF DUTY POLICY:**" \f C \l 2}

A Town employee shall be entitled to illness or injury in the line-of-duty leave until workers' compensation benefits commence (i.e. the seventh (7) day following the documented injury for an injury of less than twenty one (21) days of injury) should the employee need to be absent from duties because of a personal injury received in the discharge of official duty or because of illness from any contagious or infectious disease contracted as a result of official Town work.

Such illness in the line of duty (e.g., workers' compensation) benefits shall not be approved when it is determined that the illness or injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave.

For a period not to exceed ninety (90) calendar days, the Town shall contribute a portion of the injured employee's salary to ensure that the employee receives 100 percent of the employee's salary. Thereafter, the injured employee shall receive the salary percentage set forth in applicable Florida law.

An employee who has a job related accident, injury or illness shall report the injury to the appropriate Department Head immediately~~.~~ , and shall submit to a post-accident drug test immediately following such ~~injury~~ injury. Any employee who fails to comply with this requirement shall be subject to disciplinary action up to and including termination of employment, and shall not receive the Town's contribution of a portion of the injured employee's salary for the 90 calendar day period.

The Department Head is responsible for notifying the Human Resources Department of the job related accident, injury, or illness, filling out the appropriate records in a timely manner, as necessary, and verifying the details of the injury ~~in the line of duty~~ for submittal to the Human Resources Director. The Human Resources Director will report the injury or illness to the Town's workers' compensation carrier.

The Town reserves the right to ensure that the injury is compensable under the provisions and requirements of the Workers' Compensation Law and to have a Town-approved physician make the ultimate determination of the employee's ability to return to duty.

Employees returning to work after a job-related injury or illness shall submit a physician's certification of fitness to return to full duty to the Human Resources Department prior to returning to work.

~~Employees either injured on the job or involved in vehicular accident while on the job are required to submit to a post-accident drug test immediately following such accident.~~

NOTE:

In the event that the injured/ill employee qualifies for eligibility under the Family Medical Leave Act (FMLA), the employee shall be placed on Family Medical Leave to run concurrent with the employee's leave under Workers' Compensation.

- During the Family Medical Leave, if applicable, the employee shall use his sick and vacation leave balances to continue to receive 100 percent of his salary after the Town's contribution of the injured employee's salary ends.

- If the employee is not fit for full duty upon conclusion of the twelve (12) weeks of unpaid leave, the employee's employment with the Town will end and he will be paid in accordance with the Town's Worker's Compensation policy.

8.14 COBRA RIGHTS POLICY:

Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, including any amendments, changes and additional laws relevant and applicable, Town employees who leave or otherwise lose their job and their dependents shall be provided the opportunity to continue group health insurance coverage for 18 to 36 months, provided that employees elect the continuation for such coverage in a timely manner and pay the full cost of such coverage. ~~unless the employee qualifies for a partial government subsidy toward COBRA coverage as set forth in the American Recovery and Reinvestment Act of 2009 (ARRA).~~ Upon termination of employment, the Human Resources Director shall provide to the employee notification of how to continue such coverage, and shall notify the employee's group health insurance providers of the qualifying event and shall cause to be provided to the employee the necessary application forms for the employee to continue such health insurance coverage under COBRA. ~~and ARRA rights.~~

8.145 TERMINAL SICK PAY POLICY:

{tc "8.4 TERMINAL PAY" \f C \l 2}The Town of Lake Park acknowledges the dedication of its full-time employees who through their exemplary job attendance demonstrate a commitment to the Town.

The Town will provide terminal sick pay to its full-time employees at voluntary resignation or retirement or in the event of a reduction in force (layoff), or to their beneficiaries if service is terminated by death. For purposes of receiving terminal pay, resignation or retirement shall be by action of the employee and specifically excludes resignation or retirement after a recommendation for termination of employment.

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Terminal pay shall not exceed an amount determined as follows:

6 months0 – 5 years full-time service (or leave	25 percent times the number of days hours) of accumulated sick
6 – 10 years full-time service	37.5 percent times the number of days (or hours) of accumulated sick leave
10+ years full-time service	50 percent times the number of days (or hours) of accumulated sick leave

Comment [B11]: This is consistent with the union contract. BMT

NOTE: In the event a full-time employee dies while in the employment of the Town and is owed any portion of a paycheck, the employee's spouse shall be paid the amount owed to the Town's employee. In the event the employee does not have a spouse, the employee's designated primary beneficiary for life insurance shall be paid this amount.

8.156 CONFIDENTIALITY AND NON-DISCLOSURE OF EMPLOYEE PRIVILEGED INFORMATION:

The Town of Lake Park recognizes the necessity to protect its employees from the disclosure of information which is intended by law, rule, regulation or Town policy to be confidential and exempt from disclosure. Both federal and state law specifically addresses information of this nature which is intended to be held confidential in the workplace.

Such information includes, but is not limited to, personal medical/health information, personal social security numbers, certain financial information, and in certain instances, home addresses, telephone numbers and similar personally identifiable information of Town employees who are in certain safety sensitive positions.

For that reason, it is the policy of the Town that Town employees who have access or contact with personal, privileged or exempt information of its Town employees required to be held confidential are required to maintain confidentiality as it pertains to the disclosure of such information and to handle such information in a professional manner to ensure the confidentiality and non-disclosure of such information.

Requests for information on present or former employees of the Town which may be confidential, privileged or exempt from disclosure pursuant to an applicable statute (e.g., Chapter 119, Florida Statutes) or federal laws shall be forwarded to the Human Resources Director for

handling. The Human Resources Director, as the Town's Privacy Coordinator, shall have the sole authorization and responsibility for answering requests or making copies of records which may be confidential or exempt from disclosure.

Town employees may be required by the Human Resources Director to sign a Release of Confidential Information form and may also be required to present a physician's note or return to duty/fitness evaluation upon proper request from the employee's Department Head or Human Resources Director.

Town employees who violate the confidentiality policy of the Town, including the ~~specifically adopted~~ Social Security Number Privacy Policy set forth in **Appendix I** of this Handbook, will be subject to disciplinary action.

8.167 BENEFICIARY DESIGNATION POLICY:

The Town is committed to ensuring that its employees' designated beneficiaries are appropriately compensated in the unfortunate event of the employee's death while still in active employment with the Town. Payment of all monies due to the employee at the time of death shall be paid in accordance with the employee's designated beneficiary on the employee's Beneficiary Designation Form. As such, it is the responsibility of the employee to notify the Human Resources Director of any change of beneficiary as set forth in Section ~~7.17 Personnel Files of this Handbook.~~ 5.20 of this Handbook.

8.18 PUBLIC EMPLOYEE WHISTLE-BLOWER ACT

The Florida Public Employee Whistle Blower Act prevents agencies or independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violations of law on the part of a public employer or independent contractor that create a substantial and specific danger to the public's health, safety, or welfare. It is the further intent of this Act to prevent agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of the Town, Town agencies or boards, public officers, or employees, or vendors and contractors to the Town.

"Adverse personnel action" means the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by an agency or independent contractor.

The Office of Inspector General of Palm Beach County, Florid Ordinance contains certain provisions regarding the reporting to the Office of Inspector General (OIG). It also makes it a crime for any person to attempt to retaliate, punish, harass, or penalize anyone for communicating with or cooperating with the Inspector General.

Pursuant to the authority of the Public Employee Whistle Blower Act, Town employees must promptly notify the OIG and/or their Department Heads of possible:

- Mismanagement of a contract (misuse or loss exceeding $5,000 in public funds);
- Fraud;
- Theft;
- Bribery; or
- Any other violation of law which appears to fall within the jurisdiction of the Inspector General.

If the matter appears to involve the Department Head, the employee may *promptly* report it to the (Chief Executive officer, Municipal Manager (i.e., Town Manager), Administrator, or Mayor). An employee may make his or her report either to the OIG or management orally or in writing. If a Department Head receives such a report from an employee, or otherwise becomes aware of such a situation, the Department Head shall *promptly* report the situation in writing to the OIG, with a copy to the Chief Executive Officer, Municipal Manager (Town Manager) or Mayor).

In addition to the above, an employee may directly report to the OIG any other conduct which may fall within the Inspector General's jurisdiction.

Whistle-blower Allegations:

In accordance with the Office of Inspector General Palm Beach County, Florida Ordinance and the Florida Whistle-blower Act, if a municipal employee reports any of the following directly and in writing to the Inspector General, he or she *may* be granted "*whistle-blower*" protection by the Inspector General:

- Any violation of suspected violation of any federal, state, or local law, rule or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public's health, safety or welfare.
- Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.

Employees should note that reporting a matter to the Inspector General pursuant to the Whistle-blower Act does not guarantee the employee "whistle-blower" protection under the Act. That is a determination which will only be made by the Inspector General after evaluation of the complaint.

Methods of Reporting:

The OIG reporting form can be found at http://www.pbcgov.com/OIG/rwfa.htm .

An employee may file a report by

- Email to the OIG at inspector@pbcgov.org;
- Fax to the OIG at 561-233-0735;
- U.S. Mail to the OIG at Post Office Box 16568, West Palm Beach, Florida 33416; or
- OIG hotline toll free at 877-283-7068 or 561-233-2350.

Additional information is contained in the Public Employee Whistle Blower Statute at 112.3187 – 112.31895, also referred to as the "Whistle-blower's Act".

8.179 COMPLIANCE WITH LAWS:{tc "8.15 COMPLIANCE WITH LAWS:" \f C \l 2}

The Town of Lake Park adheres to a policy of non-discrimination in employment and strives affirmatively to provide equal employment opportunity for its employees as required by the following laws:

- Title VII of the Civil Rights Act of 1964 as amended which prohibits discrimination on the basis of race, color, religion, gender or national origin
- Age Discrimination and Employment Act of 1967 which prohibits discrimination on the basis of age with respect to individuals who are at least forty
- The Equal Pay Act of 1963 as amended which prohibits gender discrimination in the payment of wages to women and men performing substantially equal work in the same workplace
- Americans with Disability Act of 1990 as amended which prohibits discrimination against individuals with disabilities in employment
- The Family Medical Leave Act of 1993 which requires employers to provide employees up to twelve weeks of unpaid job protected leave to eligible employees for certain family and medical reasons
- Florida Civil Rights Act of 1992 which prohibits discrimination on the basis of race, color, religion sex, national origin, age handicap or marital status

- The Pregnancy Discrimination Act of 1978 which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions

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- Other such federal and state laws, including Veteran's Preference in eEmployment, Health Information Portability and Accountability Act of 1996, Consolidated Omnibus Budget Reconciliation Act, and the American Recovery and Reinvestment Act of 2009, etc.

The Town shall adhere to the requirements and provisions contained in Florida's Workers' Compensation Act, Chapter 440, et.seq., Florida Statutes.

Information about the Town of Lake Park's policies and specific compliance with all applicable laws and procedures is available to Town employees in the Human Resources Department.

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APPENDIX A

POSITION TITLES, JOB CODES AND PAY PLAN{tc "**APPENDIX A**" \f C \l 1}

Appendix A, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) sets forth the Town of Lake Park Position Titles, Job Codes and Pay Plan.

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TOWN OF LAKE PARK
POSITION TITLES ~~AND~~, JOB CODES AND PAY PLAN

~~CLASS NUMBER~~ JOB CODES		POSITION TITLES	MINIMUM FY ~~2009~~ 2012 PER YEAR	PER HR	MAXIMUM FY ~~2009~~ 2012 PER YEAR	PER HR
		Department: Town Manager				
100	E	Town Manager				
500	E	Assistant Town Manager	49,928.09	24.00	78,849.61	37.91
489	E	Grants Writer	50,854.75	24.45	78,943.41	37.95
490	E	Assistant to the Town Manager	50,854.75	24.45	78,943.41	37.95
		Department: Information Technology				
112	E	Chief Information Technology Officer	50,854.75	24.45	78,943.41	37.95
		General Clerical (non-departmental)				
230	NE	Executive Secretary	27,050.40	13.01	42,507.99	20.44
255	NE	Administrative Secretary	27,050.40	13.01	42,507.99	20.44
260	NE	Administrative Assistant	29,214.43	14.05	48,580.56	23.36
220	NE	Clerk Typist	18,817.37	9.05	29,717.58	14.29
		Department: Town Clerk				
190	E	Town Clerk	50,854.75	24.45	78,943.41	37.95
195	NE	Deputy Town Clerk	34,624.51	16.65	54,653.13	26.28
		Department: Human Resources				
120	E	Human Resources Director	50,854.75	24.45	78,943.41	37.95
		Department: Community Development				
115	E	Community Development/Planning Director	67,084.99	32.25	103,233.69	49.63
110	E	Building Official	41,075.97	19.75	64,869.77	31.19
111	~~NEE~~	Planner	37,128.00	17.85	57,834.00	27.80
315	NE	Building Inspector	32,183.51	15.47	50,826.22	24.44
320	NE	Code Compliance Officer	30,296.45	14.57	51,009.59	24.52
321	NE	Parking Enforcement Code Compliance Officer		10.00		15.00
322	NE	Administrative Assistant to Com. Dev. Director	29,214.43	14.05	4 8,580.56	23.36

		Department: Finance					
130	E	Finance Director		71,932.44	34.58	116,531.65	56.02
125	E	Assistant to the Finance Director		50,854.75	24.45	78,943.41	37.95
200	NE	Accountant		34,624.51	16.65	54,653.13	26.28
201	NE	Accountant/Business Tax Coordinator		34,624.51	16.65	54,653.13	26.28
202	NE	Accounts Payable/Receivable Coordinator		29,214.43	14.05	48,580.56	23.36
210	NE	Accounting Clerk I		21,783.46	10.47	34,401.80	16.54
215	NE	Accounting Clerk II		26,477.94	12.73	41,815.63	20.10
		Department: Library					
150	E	Library Director		50,854.75	24.45	78,943.41	37.95
155	E	Librarian II		37,870.56	18.21	55,867.64	26.86
208	NE	Library Accounting Clerk		27,050.40	13.01	42,507.99	20.44
235	NE	Library Assistant II		29,214.43	14.05	48,580.56	23.36
240	NE	Library Assistant I		22,722.34	10.92	34,006.39	16.35
241	NE	Library Technical Assistant I		27,050.40	13.01	42,507.99	20.44
245	NE	Library Assistant II		29,214.43	14.05	48,580.56	23.36
310	E	Librarian I		34,624.51	16.65	42,653.13	20.51
340	NE	~~Library Monitor~~ Children's Services Assistant	~~per hr~~		8.66		
345	NE	Library Shelver	~~per hr~~		8.13		
346	NE	Library Facilities Custodian			9.89		15.19
		Department: Public Works					
170	E	Public Works Director		67,084.99	32.25	103,233.69	49.63
175	E	Operations Manager		43,280.64	20.81	66,798.27	32.11
176	NE	Assistant to the PW Director		37,995.00	18.27	51,114.24	24.57
177	NE	Operations Technician I	**	29,651.40	14.26	43,273.13	20.80
560	NE	Foreman		30,296.45	14.57	51,515.10	24.77
563	NE	Foreman General Infrastructure		31,811.27	15.29	54,090.86	26.01
510	NE	Custodian	**	20,566.21	9.89	31,603.16	15.19
520	NE	Mechanic I	**	25,384.10	12.20	38,896.20	18.70
530	NE	Mechanic II	**	30,308.10	14.57	47,404.74	22.79
531	NE	Facilities Mechanic I	**	28,565.22	13.73	38,525.76	18.52
532	NE	Facilities Mechanic II	**	32,676.88	15.71	45,405.36	21.83
535	NE	Facilities Maintenance Worker I	**	24,128.96	11.60	34,856.64	16.76
536	NE	Facilities Maintenance Worker II	**	30,080.04	14.46	41,621.58	20.01
537	NE	Facilities Maintenance Worker III	**	35,706.53	17.17	51,270.66	24.65
540	NE	Equipment Operator I	**	22,731.08	10.93	34,034.18	16.36
545	NE	Equipment Operator II	**	28,143.24	13.53	48,620.25	23.38
546	NE	Equipment Operator III	**	33,542.50	16.13	51,000.77	24.52
550	NE	Maintenance Worker I	**	20,566.21	9.89	31,603.16	15.19
555	NE	Maintenance Worker II	**	22,731.08	10.93	34,034.18	16.36
556	NE	Maintenance Worker III	**	29,863.64	14.36	46,781.28	22.49

557	NE	Irrigation Technician I	**	27,375.00	13.16	37,723.14	18.14
558	NE	Irrigation Technician II	**	31,919.47	15.35	41,048.28	19.73

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		Department: Public Works (continued)					
559	NE	Traffic Maintenance Technician I	**	27,375.00	13.16	36,232.56	17.42
560	NE	Traffic Maintenance Technician II	**	30,512.85	14.67	40,131.00	19.29
561	NE	Storm Water Technician I	**	29,863.64	14.36	46,781.28	22.49
562	NE	Storm Water Technician II	**	33,542.50	16.13	51,000.77	24.52
575	NE	Grounds Maintenance Crew Leader	**	25,978.37	12.49	42,542.72	20.45
615	NE	Vehicle Maintenance Foreman		33,542.50	16.13	55,636.31	26.75
		Department: Marina					
620	E	Harbor Marina Director		50,854.75	24.45	78,943.41	37.95
570	E	Dock Master		33,542.50	16.13	54,653.13	26.28
571	NE	Assistant Dock Master		22,276.80	10.71	32,387.04	15.57
209	NE	Ship's Store Clerk		22,276.80	10.71	32,387.04	15.57
610	NE	Dock Attendant	**	20,969.47	10.08	31,603.16	15.19
		Department: ~~Recreation~~ Parks and Recreation					
180	E	Recreation Director		50,854.75	24.45	78,943.41	37.95
1~~3~~1	NE	Camp Counselor (Seasonal)	~~per hr~~		7.~~58~~67		
1~~3~~2	NE	Recreation Bus Driver	~~per hr~~		7.~~58~~67		
1~~3~~3	NE	Event Assistant			7.~~58~~67		
330	E	Assistant Recreation Director		34,624.51	16.65	54,653.13	26.28
331	NE	Grounds Maintenance Worker II	**	22,731.08	10.93	34,034.18	16.36
630	NE	Special Projects Coordinator		29,191.93	14.03	46,101.74	22.16
None	NE	Camp Director (Seasonal)	~~per hr~~		8.12		
		Special I					
None	E	Senior Registered Civil Engineer					
None	E	Senior Registered Architect					
640	E	CADD Systems Operator		35,482.96	17.06	56,036.94	26.94
		Special II					
616	NE	Carpenter/Project Superintendent		29,191.93	14.03	46,101.74	22.16
618	NE	Carpenter's Helper		20,746.15	9.97	32,763.64	15.75
		Community Redevelopment Agency (CRA)					
	E	Art Studio and Gallery Manager		35,000.00		50,000.00	
	E	Economic Development Director		67,084.99		95,586.75	
	E	Project Manager			32.05		

N/E	Art Studio and Gallery Assistant	11.00

E = Exempt Position
NE = Non-exempt Position
**** = Bargaining Unit Position**

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APPENDIX B

LISTING OF AND JOB DESCRIPTIONS FOR DEPARTMENT HEAD POSITIONS{tc "**APPENDIX B**" \f C \l 1}

Appendix B, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) contains the job descriptions for the Town Manager position and the following exempt Department Head positions:

- Town Manager

~~constitutes the listing of Managerial Exempt Department Heads, Assistant Department Heads, and other specifically designated positions who serve at pleasure of the Town Manager.~~

- Chief Information Technology Officer
- Community Development Director
- Finance Director
- Grants Writer
- Harbor Marina Director
- Human Resources Director
- Library Director
- Public Works Director
- Recreation Director
- Town Clerk

~~DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS AND OTHER SPECIFICALLY DESIGNATED POSITIONS WHO SERVE AT THE PLEASURE OF THE TOWN MANAGER~~

~~Department Heads:~~

~~Chief Information Technology Officer~~
~~Community Development Director~~
~~Finance Director~~
~~Grants Writer~~
~~Harbor Marina Director~~
~~Human Resources Director~~
~~Library Director~~
~~Public Works Director~~
~~Recreation Director~~
~~Town Clerk~~

~~Assistant Department Heads:~~

~~Assistant Town Manager~~
~~Assistant to the Town Manager~~
~~Assistant to the Finance Director~~
~~Assistant Recreation Director~~
~~Operations Manager~~

~~Other Specifically Designated Positions:~~

~~Art Studio and Gallery Manager~~
~~Building Official~~
~~CADD Systems Operator~~
~~Community Redevelopment Agency (CRA) Economic Development Director~~
~~CRA Project Manager~~
~~Dockmaster~~
~~Librarian I~~
~~Librarian II~~
~~Planner~~
~~Senior Registered Civil Engineer~~
~~Senior Registered Architect~~

TOWN MANAGER

JOB CODE: 100
DEPARTMENT: TOWN MANAGER

CHARACTERISTICS OF THE CLASS:

Under the general supervision of the Town Commission, serve as the Chief Administrative Officer of the Town by directing and supervising the administration of all departments, and by implementing policy established by the Town Commission. Work is reviewed through periodic evaluations by the Town Commission. Performs such other duties as may be required by the Town Commission not inconsistent with the Town Charter, State law or applicable Ordinances. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

1. Appoints, hires, disciplines and removes all employees and department heads of the Town in accordance with the Town established employee policies and procedures.

2. Provides staffing for the appointed boards, committees, and agencies of the Town, as necessary or directed by the Town Commission.

3. Prepares and submits to the Town Commission a monthly report. Also, directs all department heads to file monthly reports with the Office of Town Manager, which shall collect and forward these reports to the Town Commission without correction or modification.

4. Prepares, with the assistance of the Finance Director an annual budget and presents the same to the Town Commission with a message describing the important features, and is responsible for the administration of such budget after adoption.

5. Prepares and submits to the Town Commission at the end of each fiscal year a complete report on the preceding year's finances and administrative activities, which report shall include an annual audit for the preceding fiscal year prepared by an independent auditor retained by the Town Commission.

6. Keeps the Town Commission advised of the financial condition and future needs of the Town, and make such recommendations as may be desirable on a timely basis. The Town Manager is encouraged to actively seek out potential grant monies that may be available to support Town projects.

Approved on
6/20/12 [illegible]
to Resolution 14-06-12.

7. Recommends to the Town Commission a standard schedule of pay for all Town positions, including minimum and maximum rates of pay.

8. Organizes, reorganizes, consolidates, combines or abolishes positions, offices, department divisions or departments of the Town only with the approval of the Town Commission.

9. Recommends in consultation with the Town Attorney appropriate action with respect to negotiation, approval and/or rejection of labor agreements with public employee organizations acting on policy directives provided by the Commission in proper sessions.

10. Recommends to the Town Commission the adoption of such Ordinances and policies as may be necessary or expedient for the health, safety or welfare of the community, or for the improvement of administrative services.

11. Attends meetings of the Town Commission, Town committees and boards, and other Town meetings, as the Town Manager deems necessary, or as directed by the Town Commission. At such meetings, the Town Manager shall have the right to take part in the discussion, but without a vote.

12. Serves as purchasing agent for the Town; responsible for overseeing the purchase of equipment and supplies pursuant to Town policy.

13. Provides staff support services for the Mayor and Commission members which shall be limited to those necessary in support of Town activities.

14. In consultation with the Town Attorney, enforces the Town's laws and Ordinances.

15. Investigates the affairs of the Town, or complaints regarding any department or division; investigates all complaints in relation to matters concerning administration; investigates complaints regarding service maintained by public utilities; and, sees that all terms and conditions imposed in favor of the Town in any franchise, contract or agreement are faithfully observed.

16. Devotes all working time to the discharge of official duties.

REQUIREMENTS:

A. **Education and Experience:**

Bachelor's degree in Public Administration or a closely related field from an accredited college or university and at least five (5) years of experience as a full-time employee in Public Administration at the administrative level. Must possess a valid Florida driver's license.

B. **Knowledge, Skills and Abilities:**

- Knowledge of the organization, functions of a municipal government
- Knowledge of budgetary development, administration and control
- Knowledge of local Codes, Ordinances and regulations
- Ability to plan and coordinate complex administrative activities
- Ability to formulate plans, budgets and related policy papers, synthesizing information from a variety of sources
- Ability to delegate authority and responsibility appropriately
- Ability to communicate effectively both orally and in writing
- Ability to follow complex oral and written instructions
- Ability to work effectively with the Town Commission, the general public and Town staff

PHYSICAL REQUIREMENTS:

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee will be required to use hands to manipulate, handle, feel or operate objects or controls and reach with hands and arms. The employee is occasionally required to climb, stand or balance, stoop, kneel or crouch. Task may involve extended periods of time at the computer keyboard. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Extensive close work, and extensive PC monitor work are required.

ENVIRONMENTAL REQUIRMENTS:

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide

occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

CHIEF INFORMATION TECHNOLOGY OFFICER

CLASSIFICATION CODE: 112
PAY GRADE: **
DEPARTMENT: Information Technology Department

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager, responsible for the operation and support of the Town's data and voice transmission networks, operating system software, and personal computer workstation hardware and software components. Also, oversees the installation and maintenance of telecommunication and voice mail systems at all Town facilities. Prepares and approves specifications for computer and associated equipment purchases. Performs related duties as directed when such duties are a logical and appropriate assignment to the position. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

1. Establishes guidelines and programs for effective information technology management;
2. Plans, organizes, coordinates and directs the activities of the Town's centralized information technology systems.
3. Conducts long-range and short-range planning, development, design and management of management information systems;
4. Prepares the annual budget for the Information Technology Department;
5. Reviews and advises the Town Manager on staff recommendations and requests for technology systems and/or research projects, and makes recommendations as appropriate on alternative system options;
6. Researches management information systems hardware and software including applicable vendor applications, data base management, and operational control packages and makes recommendations to the Town Manager;
7. Recommends written policies and procedures for information technology acquisition and utilization.
8. Recommends guidelines and programs for effective database management utilization,
9. Serves as Systems Manager and recommends policies to ensure privacy of data and security of data processing facilities;
10. Consults with and advises other department heads on information technology management needs and problems;
11. Coordinates the purchase, maintenance and operation of Town telecommunication and radio equipment and serves as liaison with computer consultants, computer hardware manufacturers and software suppliers;
12. Oversees the daily operational activities of technology systems to ensure the integrity of the network server, Internet access, Town web site, Channel 18 telecasts and web casts, including the installation and maintenance of peripheral hardware, software and auxiliary power supplies.
13. Provides technical assistance to Town departments and coordinates training for Town personnel in the proper use of information technology equipment and software applications.
14. Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes and work cooperatively and jointly to facilitate the provision of quality customer service to the Town of Lake Park via the Town's management information systems.

Approved on
2/21/07 gm
Revised 11-02-07

CHIEF INFORMATION TECHNOLOGY OFFICER (page 2)

KNOWLEDGE, SKILLS AND ABILITIES:

Bachelor's degree from an accredited college or university with major coursework in computer science or closely related field plus at least three years of management experience in directing a major information technology program in the public sector, or any equivalent combination of training and experience. Must possess demonstrated and comprehensive knowledge of principles, applications and techniques of information technology systems and computer operations. Must be able to prepare technical reports as required and to establish and maintain effective and cooperative working relationships with departmental officials, associates, subordinates and the general public

PHYSICAL REQUIREMENTS:

Must possess manual dexterity and the ability to lift, move or carry moderate-to-heavy weight objects (20-35 pounds), such as monitors, CPUs, auxiliary power supply units, etc

ENVIRONMENTAL REQUIREMENTS:

Tasks generally performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes)

The Town of Lake Park is an Equal Opportunity Employer. In compliance with Equal Opportunity guidelines and the Americans with Disabilities Act, the Town of Lake Park provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer

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COMMUNITY DEVELOPMENT DIRECTOR

CLASSIFICATION CODE: 115
PAY GRADE: 24
DEPARTMENT: COMMUNITY DEVELOPMENT

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager, directly responsible for the administration, management and direction of the Community Development Department which includes construction plan review and inspections, planning, Code compliance, occupational licensure, and community redevelopment. Manages departmental budgets, personnel and all administrative aspects of this department. Responsible for promoting the attributes of the Town through contact with officials, citizens, media and business representatives. Develops and maintains database of Town demographics. Requires independent judgment and discretion in all matters pertaining to this department. Reports to the Town Manager. Performs related duties as directed when such duties are a logical and appropriate assignment to the position. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of anyone position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

1. Develops and coordinates plans and strategizes for growth and expansion of the economic base of the Town, and coordinates planning with town's management, elected officials, and business and civic leaders

2. Receives inquiries from businesses and citizens interested in establishing or expanding business in the Town; responds to specific requests for information regarding Codes governing suitability of areas of the Town for business and industry; makes oral presentations and conducts tours of the Town. Serves as the Town's liaison to developers and other business interests. Serves as liaison to and advises appropriate Town boards such as Planning and Zoning, Code Compliance, Historic Preservation, the Tree Board, the Local Planning Agency, and the Community Redevelopment Agency Board.

3. Reviews all development permits, requests and applications. Determines the completeness of development applications

Approved on 4/4/07 per mod & Resolution 26-07-07

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4. Responsible for planning, analysis and implementation of all elements of the Town's Comprehensive Plan

5. Collects demographic, geographical, economic and other related data about the Town, investigates all issues related to establishing and maintaining business within the Town. Collects and maintains data necessary in competing for federal, state and local grant monies.

6. Manages the total operations of the Building Division, oversees the functions of inspections, plans review, contracts, cost estimates, Code interpretation and enforcement and licensure. Supervises employees performing these tasks, reviewing, guiding and evaluating their work.

7. Responsible for developing and implementing comprehensive economic community development programs.

8. Develops cooperative relationships with citizens, business representatives, civic leaders, and elected officials to ensure smooth functioning of all aspects of the Department.

9. Develops and writes Ordinances and Resolutions for approval by the Town Manager and Town Commission concerning community development issues, and develops the annual fiscal budget for the Community Development Department for approval by the Town Manager and presentation to the Town Commission.

REQUIREMENTS:

A. Education and Experience:

Bachelor's degree from an accredited college or university in Urban Planning Public Administration, Building Construction or similar related field is required. Must have a minimum of three years of managerial experience as a planner, community development director or similar position. Master's degree in Public Administration or related field and American Institute of Certified Planners (AICP) certification preferred.

B. Knowledge, Skills and Abilities:

- Ability to meet and deal constructively with people from all facets of the public.
- Ability to judge observable, functional, structural or composite characteristics of data, plans and demographics.

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- Ability to read, absorb, interpret and present for change a wide variety of statutes, codes, projects, reports, grants, and project proposals, and to apply principles of logical or scientific thinking to define, interpret and explain these types of documents. Must be able to communicate these concepts effectively to professionals and lay people.
- Ability to plan, organize, project and use initiative and judgment in the operations of the department.
- Basic understanding of the standard building, plumbing, gas and mechanical codes and the national Electrical Code or similar basic model codes relating to construction.
- Knowledge of codes and ordinances which govern building activities and certification and licensure of contractors.
- Knowledge of computer operations, PowerPoint, GIS, and network systems including the Microsoft Office Suite.
- Excellent writing, speaking and presentation skills.
- Ability to establish and maintain effective working relationships with departmental officials, associates, subordinates and the general public.

PHYSICAL REQUIREMENTS:

Tasks involve limited physical activities, light lifting, standing and walking, and dexterity in use of hands, arms and fingers for the operation of a computer keyboard or other office equipment. Must be able to exert up to 50 pounds of force, to life and carry moderately heavy loads up to 50 pounds. Work involves walking over uneven surfaces, bending, stooping, and working in confined spaces.

ENVIRONMENTAL REQUIRMENTS:

Tasks may require frequent exposure to adverse environmental conditions, and require form perception and discrimination.

BLOODBORNE PATHOGENS:

Category III – Minimal to No Risk Exposure

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

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FINANCE DIRECTOR

CLASSIFICATION CODE: 130
PAY GRADE: 24
DEPARTMENT: FINANCE

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager, performs a variety of complex supervisory, professional, administrative and technical accounting and finance functions in maintaining the fiscal records and systems of the Town. Answers to the Town Manager. Performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of anyone position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the Finance Director position.

1. Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; review progress and directs changes as needed.

2. Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.

3. Provides professional advice to supervisors, makes presentations to supervisors, boards, commissions, civic groups and the public.

4. Communicates official plans, policies and procedures to staff and the public.

5. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities and time.

6. Manages the total operations of the Finance Department and supervises employees.

Approved on
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Resolution 12-03-07

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7. Prepares a variety of studies, reports and related information for decision-making purposes

8. Serves as chief financial advisor to the Town Manager.

9. Establishes and maintains internal control procedures and assures that state and national standard accounting procedures are maintained.

10. Supervises the collection of taxes, fees and other receipts in accordance with laws and regulations.

11. Maintains financial records. Prepares financial statements and cost reports at regular intervals, including operating and capital outlay expenditures and revenue projections and annual budget preparation. Directs the audit and approval of disbursements for goods and services within budget appropriations.

12. Oversees the central computerized financial and management information system of the Town.

13. Prepares proposed and final budget for Town Manager and Town Commission approval.

14 Oversees the posting and reconciliation of ledgers and accounts. Directs the preparation of state and federal reports, including tax reports.

15 Administers the insurance program for the Town.

16 Administers grants funds to ensure that all post-award recording, reporting and review requirements are met.

17. Oversees payroll and accounts payable processing. Oversees billings

18 Coordinates and oversees the investment of Town funds.

19. Serves as Finance Director for the Community Redevelopment Agency

20. Writes Ordinances and Resolutions for approval by the Town Manager and Town Commission concerning Town finance.

21 Performs general management duties for the Town Manager as assigned.

22. Represents the Town at various conferences and meetings.

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REQUIREMENTS:

A. Education and Experience:

Bachelor's degree from an accredited college or university in Accounting, Finance, Business Administration or Public Administration plus five years of experience as a finance director for a municipal government required. Certified Public Finance Officer (CPFO) certification preferred.

B. Knowledge, Skills and Abilities:

- Considerable knowledge of modern governmental accounting theory, principals and practices; considerable knowledge of internal control procedures and management information systems; considerable knowledge of office automation and computerized financial applications; considerable knowledge of public finance and fiscal planning; considerable knowledge of payroll and accounts payable functions; working knowledge of budgetary, accounting and reporting systems, Government Accounting, Auditing, and Financial Reporting (GAAFR), Generally Accepted Accounting Principles (GAAP), and Government Accounting Standards Board (GASB).
- Skill in operating the listed tools and equipment.
- Ability to prepare and analyze complex financial reports; ability to maintain efficient and effective financial systems and procedures; ability to effectively supervise staff; ability to establish and maintain effective working relationships with employees and Town officials.
- Excellent writing, speaking and presentation skills.
- Must be bondable.

PHYSICAL REQUIREMENTS:

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle or feel objects, tools, or controls, and to reach with hands and arms. The employee is occasionally required to walk. The employee must occasionally lift and/or move up to ten pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

ENVIRONMENTAL REQUIRMENTS:

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

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GRANTS WRITER

CLASSIFICATION CODE: 489
PAY GRADE:
DEPARTMENT: TOWN MANAGER

CHARACTERISTICS OF THE CLASS:

Under general direction of the Town Manager, the purpose of the position is to perform specialized professional work involving researching grant opportunities, preparing grant applications and proposals, to enable the Town to attain its goals and objectives established from time to time by the Town Commission and the Town Manager. Reports to the Town Manager. Performs related duties as requested. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the grants writer position.

1. Provides ongoing in-depth research and analysis of potential funding sources, including federal, state, local public agencies, private foundations, and individuals, identifying those appropriate to support Town priorities and programs that match funding agency interests and requirements and maximize fundability.

2. Monitors and reviews local, state, and federal guidelines concerning all grant programs; initiates the preparation of documentation, applications, forms, and requests specific guidelines to aid in determining grant applicability to the Town's goals and objectives.

3. Develops, writes and edits applications and proposals for submission to federal, state and local public agency funding sources, and private foundations and individuals.

4. Assists department heads in researching, developing, writing, and editing grant proposals and applications generated by department heads.

5. Maintains primary responsibility for monitoring the budgetary and funding cycles of federal, state, and local public agency funding sources, and private foundations; monitors grant application deadlines to ensure that grant applications and proposals are submitted by the Town in a timely manner.

Approved on 3/21/07 per Resolution 24-03-07

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GRANTS WRITER

6 Develops and maintains a master file on all active and pending grants.

7 Develops and maintains resource files on all Town grant priorities

REQUIREMENTS:

A. Bachelor's degree from an accredited college or university in Public Administration, Communications, English, Business or related field and a minimum of three years of experience as a grants writer are required.

B. Knowledge, Skills and Abilities:

- Considerable knowledge of federal, state, local and foundation grant application procedures, to include organizational structures and funding mechanisms.
- A proven record of securing major grants.
- Excellent writing, speaking and presentation skills.
- Extensive experience in researching funding opportunities.
- Knowledge of the principles, concepts, methods and techniques associated with computers and on-line researching methods.
- Ability to establish and maintain effective working relationships with department heads, funding agencies and private organizations.

PHYSICAL REQUIREMENTS:

Tasks involve the ability to exert very light physical effort in sedentary to light work, involving some reaching, handling, fingering and/or feeling of objects and materials. The employee is occasionally required to walk. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

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HARBOR MARINA DIRECTOR

CLASS CODE: PAY 620
GRADE: 18
DEPARTMENT: Lake Park Harbor Marina

CHARACTERISTICS OF THE CLASS

Under the administrative direction of the Town Manager, is responsible for the administration, direction and supervision of all Lake Park Harbor Marina activities and employees, including the planning, directing and coordinating of all Marina-related operations and activities. Oversees slip rentals, and assists the Town Finance Director with the collection and accounting of all income generated by the Marina, including, but not limited to, slip rentals, fueling charges, transient boater fees, ramp fees, concession sales and other miscellaneous revenues. Attends meetings of the Harbor Marina Advisory Board, the Town Commission and other meetings that may impact the functioning and performance of the Marina. Prepares and presents verbal and written reports to the Town Manager outlining the achievement of desired results on a regular basis. Performs related duties as directed when such duties are a logical and appropriate assignment to the position. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of anyone position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Develop, write and implement a comprehensive business plan for the operation of the Lake Park Harbor Marina and update such business plan on an annual basis.
- Continuously seek to identify strategies for advertising Marina services and implement such strategies with the approval of the Town Manager, including but not limited to participation by the Marina in marine industry events such as the Palm Beach County Boat Show.
- Continuously seek to identify and develop proposals for revenue enhancing activities such as fishing tournaments and art shows at the Marina for approval by the Town Commission.
- Coordinate all Marina events.
- Ensure positive customer service by establishing and maintaining a cordial and friendly relationship with all Marina patrons and with the general public.
- Enforce the Marina rules and regulations in accordance with the Town Code.
- Ensure that the Marina is maintained as a safe recreational and work environment pursuant to the Town's Workplace Safety and Health Manual, and recommend to the Town Manager steps needed to maintain the Marina in a neat, safe and orderly manner.
- Supervise, direct and coordinate all activities necessary for the operation, building maintenance, repair and upkeep of the Marina.
- Supervise the assignment of rental boat slips pursuant to establish procedure and maintain comprehensive and updated records relating to such rentals.
- Supervise all functions relating to boat launching, parking and related activities.
- Establish and implement, in conjunction with the Town Finance Director, a system of checks and balances to ensure accurate accounting of all revenue and inventory.
- Supervise the collection, accounting and delivery to the Town Finance Department of all launching fees and revenues resulting from the daily operation of the Marina.
- Maintain accurate and current records of all Marina operations, and provide periodic written and verbal reports as required by the Town Manager or the Town Commission.
- Prepare annual departmental budget for approval by the Town Manager.

Approved on 2/21/07
per Resolution
12-02-07

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HARBOR MARINA DIRECTOR (page 2)

REQUIREMENTS

A. Training and Experience:

Minimum requirements: Must possess a minimum of three (3) years of experience as a marina manager which includes the complete operation and maintenance of a marina. Bachelor's degree from an accredited college or university majoring in Business, Accounting, Public Administration or related field, along with the stipulated experience, preferred but not required.

B. Knowledge, Abilities and Skills:

- Knowledge of the principles, practices and methods for the operation of a business
- Knowledge of the principles, practices and methods of the operation of a marina
- Knowledge of boating and seamanship functions
- Knowledge and understanding of standard office procedures
- Familiarity with Dock Master, Microsoft Word and Excel spreadsheet programs, and demonstrated ability to use same
- Ability to prepare and implement budgets
- Ability to establish and maintain effective public relations, with emphasis on generating excellent customer service
- Ability to develop short-term and long-term strategic plans and to effectively present them to policymaking bodies
- Ability to maintain accurate records
- Excellent oral and writing skills and the ability to prepare verbal and written reports.
- Ability to maintain and repair Marina facilities as necessary
- Ability to perform required work without direct supervision
- Ability to plan, prioritize and supervise the work of other employees.
- Ability to conduct themselves professionally in the eyes of elected officials and the general public.
- Flexibility to work independently as well as functioning as a team member.

C. Physical Requirements:

Performance of the duties of this position may involve frequent walking, standing; some lifting and carrying objects of moderate-to-heavy weight (12-50 pounds); as well as operation of vehicles, office equipment, computers, shop or hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations. Must be able to swim.

D. Environmental Requirements:

Task may require frequent exposure to adverse environmental conditions.

E. Sensory Requirements:

Task requires color, sound, odor, form and texture perception and discrimination.

HARBOR MARINA DIRECTOR (page 3)

F. Blood Borne Pathogens:

Category I - Moderate to Minimal Risk Exposure

The Town of Lake Park is an Equal Opportunity Employer In compliance with Equal Opportunity guidelines and the Americans with Disabilities Act, the Town of Lake Park provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer

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HUMAN RESOURCES DIRECTOR

CLASSIFICATION CODE: 120
PAY GRADE: 15
DEPARTMENT: HUMAN RESOURCES

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager, directly responsible for performing activities relating to all aspects of the Human Resources function including human resources planning, directing and controlling all activities including policy development, job evaluation, recruitment, selection, training, compensation, safety, risk management, conflict resolution, and performance evaluations. Answers to the Town Manager. Performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of anyone position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the human resources director position.

1. Annually reviews and makes recommendations to the Town Manager for improvement of the Town's human resource policies, procedures and practices
2. Communicates changes in Town human resource management policies and procedures to department heads to ensure proper compliance.
3. Assists the Town Manager in the annual review, preparation and administration of the Town's wage and salary program.
4. Reviews and classifies positions for approval according to position duties and responsibilities, essential functions, job competencies, reporting structure, physical requirements, and exempt or non-exempt status
5. Develops and administers an effective employee recruitment program including the development and placement of ads, collection and review of employment applications, pre-employment screening of applicants, and conducting pre-employment and exit interviews.
6. Maintains knowledge of industry trends and employment legislation and ensures the Town's compliance with state and federal requirements pertaining to human resource management.
7. Consults with department heads regarding matters of employee discipline, guidance and employee management, and to assist them in carrying out their responsibilities on personnel matters.

Approved on 3/21/07 per Resolution 21-03-07

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HUMAN RESOURCES DIRECTOR (page 2)

8 Coordinates risk management and administers the Drug Free Workplace Policy, and monitors worker's compensation claims. Coordinates the reporting of worker's compensation and property/liability insurance claims to the Town's insurance carriers
9 Develops and coordinates employee benefit programs and plan, and coordinates and facilitates annual employee open enrollment.
10 Consults with legal counsel as appropriate or as directed by the Town Manager on personnel matters.
11. Prepares answers to pending litigation, equal employment opportunity complaints and liability matters, and investigates employee grievances
12 Participates in collective bargaining negotiations.
13. Develops and maintains a human resource information system that meets the Town's personnel information needs
14 Coordinates training programs for Town employees
15 Writes Ordinances and Resolutions for approval by the Town Manager and Town Commission concerning human resource policies, procedures and practices, and develops the annual fiscal budget for the Human Resources Department for approval by the Town Manager and presentation to the Town Commission
16. Supervises the staff of the Human Resources Department.
17. Performs general management duties for the Town Manager as assigned.
18 Serves as liaison to the Town's Merit Board, and coordinates and prepares for such cases as needed.

REQUIREMENTS:

A. Education and Experience:

Bachelor's degree from an accredited college or university with significant coursework in human resource management, organizational development or closely related field plus at least three years of experience in exempt level human resource management preferably in the public sector required. Professional in Human Resource Management (PHR) or Senior Professional in Human Resource Management (SPHR) certification preferred. Must possess knowledge of human resource information systems and computer operations including Microsoft Outlook, Microsoft Word, and Excel.

B. Knowledge, Skills and Abilities:

- Knowledge of local, state and federal laws pertaining to human resource management
- Knowledge of the current principles and practices of human resource management

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HUMAN RESOURCES DIRECTOR (page 3)

- Ability to develop long-term and short-term human resource management plans and programs consistent with the Town's mission, goals and objectives
- Ability to establish and maintain effective working relationships with other management staff, employees and the general public
- Ability to research, develop and write policies and procedures relating to human resource management
- Ability to present facts and recommendations effectively in oral and written form
- Ability to maintain confidentiality in personnel matters

PHYSICAL REQUIREMENTS:

Tasks involve limited physical activities, light lifting, standing and walking, and dexterity in use of hands, arms and fingers for the operation of a computer keyboard or other office equipment. Work involves extended periods of time at a computer screen. Tasks involve sound and form perception and discrimination

ENVIRONMENTAL REQUIRMENTS:

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes)

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees

LIBRARY DIRECTOR

CLASSIFICATION CODE: 150
PAY GRADE: 18
DEPARTMENT: LIBRARY

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager, directly responsible for performing professional and administrative duties related to the operation and functions of the Town Library. Responsibilities include planning, directing, implementing and coordinating Library services for the community. These duties include hiring and evaluating staff, budget preparation, monitoring expenditures, preparation and implementation of policies and procedures, maintenance and development of library technology systems, library programming, the library collection and library services for the general public. Answers to the Town Manager and consults with the Library Board. Performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of anyone position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the library director position.

1. Serves as the library's executive officer, planning, directing, coordinating and managing all phases of library operations.

2. Supervises library personnel, including hiring, scheduling, payroll preparation, training, annual reviews, performance evaluations and discipline.

3. Prepares and administers the library budget, within the guidelines established by the Town Manager and the Finance Department.

4. Formulates goals and objectives, prepares the annual long range plan and incorporates these into the ongoing management of library services.

5. Monitors and evaluates library services, reporting to the Library Board, the Town Manager and the Town Commission, as appropriate, and/or, as required.

6. Supervises programming for the public (adults, teens and children) and where appropriate, plans in cooperation of the Friends of the Library and other local civic organizations.

7. Establishes procedures and policies for keeping the collection of materials and library resources current, timely and up-to-date with new technologies.

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8 Supervises communication and promotional activities, such as maintenance of the library's web site, library submittals to the Town newsletter and television channel, library brochures and other publications, press announcements and photo opportunities

9 Promotes the library to the community through participation in local organizations, sponsoring ongoing art exhibits, special programs, publications, speeches, and other activities.

10 Maintains library connectivity, through membership in the Palm Beach County Library Cooperative, Southeast Library Information Network (SEFLIN), library automation system with the cities of Delray Beach, Boynton Beach and Palm Springs through the Cooperative Authority for Library Automation (COALA), and by cooperating with Florida State Library programs

REQUIREMENTS:

1. **Training and Experience:**

Master's degree in library science (MLS) from a university accredited by the American Library Association, with at least three years of professional experience in library administration are required. Evidence of substantial experience in public services with increasing supervisory and/or managerial responsibilities preferred. Must possess knowledge of computer operations and network systems including the Microsoft Office Suite.

2. **Knowledge, Abilities and Skills**

a) Knowledge of professional library principles, ethics, and standards
b) Knowledge of local, state and federal laws pertaining to public library management
c) Ability to establish and maintain effective working relationships with other management staff, library staff and the general public
d) Ability to develop long-term and short term plans and programs consistent with the Town's mission, goals and objectives
e) Ability to develop and present reports and recommendations effectively in oral and written form
f) Ability to lead effectively, to direct skilled efforts and interject enthusiasm into the services provided by the library for the entire community
g) Ability to keep abreast of new library services and technology for possible applicability to the Lake Park Public Library

PHYSICAL REQUIREMENTS:

Tasks involve limited physical activities, light lifting, standing and walking and dexterity in use of hands, arms and fingers for the operation of a computer keyboard or other office equipment. Work involves extended periods of time at a computer screen. Tasks involve sound and form perception and discrimination. Long hours are frequently required since the Library Director needs to be present for Town meetings, library meetings and library programs.

ENVIRONMENTAL REQUIREMENTS:

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

SENSORY REQUIREMENTS:

Work requires color and form perception and discrimination.

BLOOD BORNE PATHOGENS:

Category II – Minimal to No Risk of Exposure

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

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PUBLIC WORKS DIRECTOR

CLASS CODE: 170 PAY
DEPARTMENT: PUBLIC WORKS

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager the Public Works Director is responsible for the hands-on administration, direction and supervision of all Public Works Department activities and employees, including road and right-of-way maintenance, sanitation, storm water, grounds and building maintenance and central garage. Performs duties with considerable independence and latitude. Responsible for technical operation of the public works function in accordance with municipal policies, rules and regulations. Performs other work as requested.

EXAMPLES OF ESSENTIAL FUNCTIONS:

1. Directs the activities of the Department of Public Works, including sanitation, central garage, parks, grounds, building maintenance, streets, sidewalks, paving and storm water.
2. Develops, review and approve plans and prepare construction specifications and cost estimates, schedule maintenance and repair of infrastructure, equipment and vehicles.
3. Prepares department budget, control expenditures and recommends staffing level, material and equipment.
4. Directs hiring, staff development, evaluation and supervision of department personnel.
5. Establishes departmental operating policies and procedures.
6. Acts as technical advisor and works in close cooperation with other department directors and advisory boards.
7. Maintains liaison with engineers and contractors to ensure that construction projects are completed in accordance with engineering plans and specifications.
8. Conducts research and special studies for Town Manager, prepare reports and present findings and recommendations.
9. Responds to citizen inquiries and complaints regarding Town services performed under the jurisdiction of Public Works.
10. Researches and prepares special reports, recommendations and specifications for special Town construction and other municipal improvements.

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REQUIREMENTS:

Training and Experience:
Bachelor's degree in civil engineering or related field from an accredited college or university; supplemented by five (5) years of progressively responsible experience in public works or civil engineering, of which three (3) years must have been at the administrative/supervisory level, or any equivalent combination of training and experience.

B. **Knowledge, Abilities and Skills:**

- Knowledge of professional public works engineering as applied to the design and construction of streets, storm sewers and related public facilities.
- Knowledge of the principles, practices, techniques and equipment used in modern public works project administration.
- Knowledge of the laws and regulations applicable to the construction and maintenance methods, materials and equipment used in municipal public works.
- Knowledge of the principles and practices of organization and management, budgeting and funds control, and personnel management and administration.
- Knowledge of methods for utility installations and right-of-way regulations for all types of utilities, both underground and overhead.
- Ability to read, understand and review site plans and determine compliance with drainage, utilities and other requirements.
- Ability to plan, develop specifications and supervise construction of a wide range of municipal facilities and improvements.
- Ability to prepare written reports and make presentations advising the Town Manager and other officials on proposed and ongoing projects.
- Ability to establish and maintain effective working relationships with other Town Department Heads, employees, public agencies and the general public.
- Ability to plan, organize and coordinate public works functions.
- Ability to motivate, manage and supervise employees with varying levels of education and work experience.
- Ability to communicate effectively, orally and in writing.
- Skill in use of a wide range of tools and equipment used in public work project design and engineering.

C. **Physical Requirements:**
Tasks involves frequent walking; standing; some lifting and carrying objects of moderate weight (12-20 pounds); and/or the operation of vehicles, office equipment, shop keyboard, or hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations.

D. **Environmental Requirements:** Task may require infrequent exposure to adverse environmental conditions.

E. **Sensory Requirements:** Task requires color, sound, odor, form and texture perception and discrimination.

F. **Bloodborne Pathogens:**
Category II - Moderate to Minimal Risk Exposure

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

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RECREATION DIRECTOR

JOB CODE: 180
PAY GRADE: 16
DEPARTMENT: PARKS AND RECREATION

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager, responsible for the implementation and direction of a comprehensive year-round recreation program including youth and adult activities, all community events, and the management of Town rental facilities. Performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of all job duties. The omission of a job duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the Recreation Director position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

- Assume full management responsibility for planning, implementing, directing and supervising the activities of the Recreation Department; develop and implement departmental operating policies and procedures; establish program goals and objectives, develop an ongoing strategic plan for the effective operation of the Parks and Recreation Department and its recreational programs
- Prepare and administer departmental budget, control expenditures, evaluate needs and recommend staffing levels, materials, equipment and capital improvements for the effective operation of the Parks and Recreation Department
- Implement the planning of new parks, playgrounds and construction and maintenance of these facilities
- Coordinate the Town recreation program with other Town departments and outside recreational organizations, schools and various community-based organizations; serve as liaison between the Recreation Department and the community
- Solicit appropriate volunteers to implement a well-rounded recreation program

Approved pursuant to Resolution 39-11-11 adopted on 11/16/11.

Continuously seek to identify strategies for marketing and advertising the Town's recreation programs and implement such strategies, and serve as the public information officer for such programs

- Coordinate and manage all aspects of events including the planning and development of event site plans, recruitment of all vendors and entertainment, and the management of all event logistics
- Maintain accurate and current records of all Parks and Recreation Department operations, and provide periodic written and verbal reports as required by the Town Manager or the Town Commission.
- Maintain financial records and accounts for monies received and submit reports to the Finance Department; prepare requisitions, field purchase orders, and department payroll
- Coordinate and oversee Town bus trips; register participants; drive Town bus as needed
- Coordinate and oversee the rental of all Town facilities
- Manage, train, motivate and evaluate departmental staff; review progress and direct changes as needed
- Represent the Town at various community events, meetings and conferences
- Perform other duties as assigned

REQUIREMENTS:

A. **Education and Experience:**

Bachelor's degree in sports management, education or physical education, or related field from accredited college or university; supplemented by five (5) years of progressively responsible experience and a demonstrated record of success in developing and implementing innovative community-wide recreation programs and events. Membership in the Florida Recreation and Parks Association required. Must have valid Florida CDL Class C Drivers License.

B. **Knowledge, Skills and Abilities:**

- Knowledge and understanding of the strategic planning process
- Knowledge of community recreation needs and resources
- Knowledge of the principles and practices of office management, work organization and supervision
- Knowledge of the principles and practices of modern parks and recreation programs
- Ability to plan, organize, coordinate, implement and manage a comprehensive parks and recreation program

- Must be able to work independently and exercise sound judgment with very little direction on routine matters
- Ability to communicate effectively, verbally and in writing
- Ability to select, manage, train and evaluate assigned staff
- Skill in the operation of general office equipment
- Ability to establish and maintain effective working relationships with departmental officials, associates, subordinates and the general public.

PHYSICAL REQUIREMENTS:

Task involves frequent walking; standing; lifting and carrying objects of moderate to heavy weight; and/or the operation of vehicles, office, computer keyboard, or hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations.

ENVIRONMENTAL REQUIREMENTS:

Task may require infrequent exposure to adverse environmental conditions.

SENSORY REQUIREMENTS:

Task requires color, sound and form perception.

BLOODBORNE PATHOGENS:

Category II – Moderate to Minimal Risk Exposure.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

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TOWN CLERK

JOB CODE: 190
DEPARTMENT: TOWN CLERK

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager, directly responsible for the management of the budget, personnel and all administrative aspects of this department. Provides customer service to all Town residents and customers in matters pertaining to Town government. Serves as the Supervisor of Elections for all municipal elections, as the Financial Disclosure Coordinator with the Florida Commission on Ethics, and the Records Management Liaison to the Florida Department of State. Performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of all job duties. The omission of a job duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the Town Clerk position.

- Attends Commission meetings and records the minutes of such proceedings
- Transcribes Commission meeting minutes and prepares them for approval by the Town Commission
- Prepares, tracks and publishes items for the Commission meeting agendas
- Ensures that all Ordinances are codified in a proper and timely manner
- Issues public notification of all official meetings
- Prepares, maintains, and updates documents such as the Commission agendas, Town Code of Ordinances, the Town Charter, advertisements, public notices, Ordinances, Resolutions and proclamations
- Responds to information requests from the public and other municipalities, state officials, and federal legislative offices
- Supervises all Town municipal elections
- Maintains and updates fiscal records and contracts
- Maintains custody of the Town seal
- Serves as the Town's chief records custodian by protecting and preserving all official records and documents, such as Ordinances, Resolutions, Commission and board minutes, contracts and agreements.
- Develops the annual fiscal budget for the Town Clerk's Department for approval by the Town Manager and presentation to the Town Commission
- Performs other duties as directed

Approved 5/18/11
pursuant to
Resolution 14-05-11

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REQUIREMENTS

A. Training and Experience:

Graduation from an accredited high school or GED, supplemented by a minimum of five (5) years of experience in the maintenance of complex records and the preparation of official documents with at least three (3) of those years as a municipal clerk or deputy clerk, including a minimum of three (3) years of managerial experience. Must be a Florida notary public. Certification as a municipal clerk preferred.

B. Knowledge Skills and Abilities:

- Thorough knowledge of the procedures of the office of the Town Clerk, Town Commission, and related Town operations
- Thorough knowledge of clerical and modern office practices and procedures
- Thorough knowledge of Florida election laws, procedures and activities
- Thorough knowledge of Code of Ordinances of the Town of Lake Park and the Florida State Code
- Ability to read and understand laws, resolutions, ordinances, codes, etc.
- Knowledge of standard business English, spelling, grammar and punctuation
- Ability to prepare business correspondence
- Ability to prepare and present accurate and reliable reports containing findings and recommendations
- Strong interpersonal skills
- Excellent organizational skills
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language
- Ability to understand and follow oral and/or written policies, procedures and instructions
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under pressure of time-sensitive deadlines
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology
- Ability to establish and maintain effective working relationships with departmental officials, associates, subordinates, Town officials, and the general public

PHYSICAL REQUIREMENTS:

- While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee will be required to use hands to manipulate, handle, feel or operate objects or controls and reach with hands and arms. The employee is occasionally required to climb, stand or balance, stoop, kneel or crouch. Task may involve extended periods of time at the computer keyboard. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Extensive close work, and extensive PC monitor work are required.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

APPENDIX C

PERFORMANCE EVALUATIONS FORMS{tc "**APPENDIX C**" \f C \l 1}

Appendix C, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Performance Evaluation Forms.

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TOWN OF LAKE PARK

DEPARTMENT HEAD/DESIGNATED SUPERVISORY EVALUATION FORM

Name of Employee: _____

Position Title _____ Department. _____

The purpose of the evaluation is to formally assess job performance over a designated period of time and to provide an opportunity for the employee and his/her immediate supervisor to discuss all aspects of the job position, and if applicable, to determine performance based (i.e., merit) pay increases [1]

Type of Evaluation: Annual ☐ Other _____
Please specify

Evaluation Period: _____ to _____

Step 1: Self-Evaluation:
The following section is to be completed by the employee and presented to the employee's immediate supervisor (attach additional pages if more space is needed). *Please do not use pencil, or revise or reformat this form in any way.*

1. What were your goals/objectives during this evaluation period?

2. What were your achievements/accomplishments during this evaluation period?

3. How well did you do in meeting your goals and objectives? (Use a rating factor of 0 to 4 as specified in Step 2 of this Form and explain how and why you gave yourself that rating.)

4. In what areas of your job do you believe you could improve and how would you accomplish those improvements?

[1] For a more detailed discussion of the employee evaluation process, please refer to the Town of Lake Park Handbook of Procedures for Employees of the Town, Section 4.

5. What can the Town of Lake Park and your immediate supervisor do to better assist you in performing your job and fulfilling your job requirements, goals and objectives?

6. What do you believe should be your goals/assessments for your next evaluation period?

Step 2. Employee Evaluation:
Upon completion of Step 1 Self-Evaluation by the employee, the following evaluation section is to be completed by the employee's immediate supervisor using the following rating factors:

Rating Factor	Level	Definition
4	Excellent	Job performance that consistently achieves and exceeds the expectations of the job
3	Above Expectations	Job performance that routinely is above the expectations of the job
2	Meets Expectations	Job performance that routinely meets the expectations of the job
1	Needs Improvement	Job performance that needs improvement in meeting the expectations of the job
0	Below Expectations	Job performance that routinely falls below the minimum expectations and requirements of the job
N/A	Not Applicable	Rating factor is not relevant to this position or not observable

NOTE: After completing the evaluation of the employee, the immediate supervisor shall forward the Evaluation Form to the Department Head, if applicable, or the Town Manager for review before the evaluated employee receives his/her evaluation.

1. Planning

How effectively does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Set goals/objectives with end results that can be met?						
Develop strategies/tactics to meet schedules and deadlines?						
Communicate plans by involving appropriate parties?						

2. Organizing

How effectively does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Arrange and allocate department resources?						
Prioritize, schedule and organize work activities?						
Arrange and allocate equipment/material resources?						

3. Communication

How effectively does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Use clear, logical and concise verbal communications?						
Use clear, logical and concise written communications?						
Communicate his/her expectations to departmental staff?						
Establish clear lines of communication within his/her Department and/or with consultants?						

4. Leadership

How effectively does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Motivate, guide and influence staff (set a good example)?						
Create a work environment that fosters employee participation?						
Provide appropriate feedback through praise/discipline?						

5. Decision Making

How effectively does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Follow established policies and procedures?						
Make timely decisions?						
Implement decisions (follow through)?						

6. Delegating

How effectively does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Assign authority/responsibility when delegating tasks?						
Assign work to meet goals and promote employee growth?						
Delegate tasks that challenge and motivate employees?						
Delegate tasks that are consistent with employee job responsibilities?						

7. Problem Solving

How effectively does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Identify problems and utilize or suggest alternative strategies for resolving problems?						
Develop and implement innovative ideas that have a positive impact?						
Resolve daily, short-term and long-term issues?						
Evaluate alternatives?						

8. Knowledge of Area and Job Effectiveness

How effective is the employee at. . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Demonstrating knowledge and skills necessary to manage/supervise the department?						
Understanding general plans and goals of the department?						
Recognizing job priorities?						
Developing realistic plans for accomplishing assignments?						

9. Cooperation and Customer Service

How effectively does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Accept guidance willingly?						
Work with others to accomplish tasks?						
Respond to and interact positively and courteously with the public and co-workers?						

10. Staffing

How effectively does the **employee** . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Assess strengths/developmental needs of staff?						
Assign staff consistent with employee job responsibilities?						

11. Financial Management

How effectively does the employee. . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Plan (budget) for and allocate financial resources?						
Stay within appropriated funding amounts?						
Consistently secure products and/or services that are cost effective?						

12. Goals

How effectively does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Establish departmental goals?						
Achieve departmental goals?						
Assist the Town in meeting its goal of providing quality customer service to residents and businesses in the Town of Lake Park?						

13. Work Ethic

How well does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Demonstrate adherence to Town rules, regulations and policies?						
Observe work hours, attendance and punctuality consistent with an exempt, management or supervisory employee?						
Foster a leadership role in ensuring that the employee's individual work ethic sets a positive example for Town employees?						

Step 3. Evaluation Instructions:

Upon completion of scoring the employee, the evaluator must add up each rating of 0 to 4 to achieve a total score. If each assessment is scored and no "N/A" ratings are used, there is a possible 42 assessment ratings. Divide the total score (e.g., 128) by the number of ratings (e.g., 42) to arrive at an overall rating (e.g., 3.04) and round to closest rating under Total Rating Factor (e.g., 3.0.)

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

Overall Evaluation Rating_____

***Please note that the Town reserves the right to not provide a merit pay increase to Town employees in the absence of sufficient Town finances as set forth in Section 4 of the Handbook of Procedures for Employees of the Town of Lake Park.**

Evaluator's Comments**

_____
_____
_____
_____

Step 4. Post Evaluation Scoring:

The evaluator shall record a total overall rating of the employee in Section 3 above. Prior to meeting with the employee, the evaluator shall confer with his/her Department Head, if applicable, in order for the evaluation to be reviewed.

**NOTE: If the evaluator is not the Town Manager, the completed evaluation is to be sent to the Human Resources Director for review by the Town Manager before it is presented to the employee.

*Revised ***, 2012.*
Previous editions obsolete

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List any job-related **education or training programs** for the employee to undertake during the next rating period.

_____
_____
_____
_____

List agreed upon goals/objectives for the next evaluation period.

_____
_____
_____
_____

Signature: _____ **Date:** _____
Evaluator

Signature: _____ **Date:** _____
Town Manager

Employee's Comments

_____
_____
_____
_____

Signature: _____ **Date:** _____
Employee's Signature Acknowledging Receipt

For Human Resource Dept. Use Only

Current Hourly Rate: $_____ Merit Percent Increase: _____% Proposed Hourly Rate: $_____

*Revised ***, 2012.*
Previous editions obsolete

TOWN OF LAKE PARK

GENERAL EMPLOYEE EVALUATION FORM

Name of Employee: _____

Position Title: _____ Department: _____

Employee Status: Full-Time ☐ Part-Time ☐

The purpose of the evaluation is to formally assess job performance over a designated period of time and to provide an opportunity for the employee and his/her immediate supervisor to discuss all aspects of the job position, and if applicable, to determine performance based (i.e., merit) pay increases.[1]

Type of Evaluation: Probationary ☐ Annual ☐ Other _____
Please specify

Evaluation Period: _____ to _____

Step 1. Self-Evaluation:
The following section is to be completed by the employee and presented to the employee's supervisor (attach additional pages if more space is needed).
Please do not use pencil, or revise or reformat this form in any way.

1 What were your strengths and accomplishments during this evaluation period?

_____
_____
_____
_____

2 In what areas do you think you could improve?

_____
_____
_____
_____

3 How will you accomplish your improvements (i.e., what can you do to improve your job performance)?

_____
_____
_____
_____

[1] For a more detailed discussion of the employee evaluation process, please refer to the Handbook of Procedures for Employees of the Town, Section 4.

*Revised ***, 2012.*
Previous editions obsolete

4. How can the Town of Lake Park or your supervisor assist you in performing your job and fulfilling your job requirements?

5. What would you like to accomplish during the next evaluation period?

6. What suggestions do you have for improving department or Town services?

Step 2. Employee Evaluation:
Upon completion of Step 1 Self-Evaluation by the employee, the following evaluation section is to be completed by the employee's supervisor using the following rating factors:

Rating Factor	Level	Definition
4	Excellent	Job performance that consistently achieves and exceeds the expectations of the job
3	Above Expectations	Job performance that routinely is above the expectations of the job
2	Meets Expectations	Job performance that routinely meets the expectations of the job
1	Needs Improvement	Job performance that needs improvement in meeting the expectations of the job
0	Below Expectations	Job performance that routinely falls below the minimum expectations and requirements of the job
N/A	Not Applicable	Rating factor is not relevant to this position or not observable

1. Job Knowledge

How well does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Apply knowledge and skills necessary to perform job?						
Understand and use standard procedures?						
Demonstrate job knowledge, skills and abilities?						
Recognize job priorities?						
Develop realistic plans to accomplish assignment(s)?						

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2. Quality of Work

How well does the employee . . .	4 ****	3 ***	2 ***	1 ***	0 ***	N/A ***
Pay attention to accuracy and detail?						
Perform work according to job requirements?						
Recommend and/or implement creative, innovative and practical solutions?						
Assist the Town in meeting its goal of providing quality customer service to residents and businesses of the Town of Lake Park?						

3. Job Dependability

How well does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Follow instructions and complete work on time?						
Assume full responsibility for assigned tasks?						
Demonstrate reliability with respect to work completion?						

4. Job Initiative

How well does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Perform tasks with independence appropriate to the assignment?						
Actively seek additional assignments?						
Take effective action without being told?						
Communicate timely and accurate information to appropriate personnel?						

5. Judgment

How well does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Assist identifying solutions to problems or alternate courses of action?						
Evaluate the pros, cons and impact prior to making decisions?						
Take appropriate action when difficult situations arise?						

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*Revised ***, 2012.*
Previous editions obsolete

6. Cooperation and Customer Service

How well does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Accept guidance willingly?						
Work with others to accomplish tasks?						
Respond promptly and courteously to co-workers?						
Respond promptly and courteously to the public?						

7. Safety

How well does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Show concern for the safety of co-workers and the public?						
Operate equipment and machinery in accordance with established safety rules and regulations?						
Utilize personal protective equipment (PPE) suitable to the job performed?						

8. Employee Attendance and Compliance with Town and Departmental Rules

How well does the employee . . .	4 ***	3 ***	2 ***	1 ***	0 ***	N/A ***
Adhere to the Town's rules and regulations concerning attendance?						
Adhere to the Town's rules and regulations concerning punctuality?						
Observe and follow the Town's rules, regulations and procedures?						
Demonstrate a willingness to follow departmental rules, regulations and directives?						

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*Revised ***, 2012.*
Previous editions obsolete

Step 3. Evaluation Instructions:

Upon completion of scoring the employee, the evaluator must add up each rating of 0 to 4 to achieve a total score. If each assessment is scored and no "N/A" ratings are used, there is a possible 30 assessment ratings. Divide the total score (e.g., 100) by the number of ratings (e.g., 30) to arrive at an overall rating (e.g., 3.33) and round to closest rating under Total Rating Factor (e.g., 3.3.)

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

Overall Evaluation Rating _____

Evaluator's Comments**

_____
_____
_____
_____

Signature: _____ **Date:** _____

Step 4. Post Evaluation Scoring:

The evaluator shall record a total overall rating of the employee. Prior to meeting with the employee, the evaluator shall confer with his/her Department Head, if applicable, in order for the evaluation to be reviewed.

****The completed evaluation is to be sent to the Human Resources Director for review by the Town Manager before it is presented to the employee.**

List any job-related education or training programs for the employee to undertake during the next rating period.

_____
_____
_____

List areas for employee improvement in the next evaluation period.

_____
_____
_____

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Signature: _____ **Date:** _____
Town Manager

***Please note that the Town reserves the right to not provide a merit pay increase to Town employees in the absence of sufficient Town finances as set forth in Section 4 of the Handbook of Procedures for Employees of the Town of Lake Park.**

Employee's Comments

_____
_____
_____
_____
_____

Signature: _____ **Date:** _____
Employee's Signature Acknowledging Receipt

For Human Resource Dept. Use Only

Current Hourly Rate: $_____ Merit Percent Increase: _____% Proposed Hourly Rate: $_____

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APPENDIX D

CELLULAR PHONE AND MOBILE COMMUNICATION DEVICES POLICY

Appendix D, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Cellular Phones and Mobile Communication Devices Policy.

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TOWN OF LAKE PARK CELLULAR PHONES AND MOBILE COMMUNICATION DEVICES POLICY

Objective:

The objective of this policy and its procedures is to provide guidelines to Town employees regarding Cellular Phones and Mobile Communication Devices (CP/MCD) required for the purpose of conducting Town business and to provide issuance and procurement processes and reimbursement procedures.

Scope:

This policy applies to all Town employees who are required to carry a Cellular Phone or Mobile Communication Device in the performance of their duties with the Town.

Policy:

The Town is committed to providing tools and equipment that enhance or improve the employee's ability to perform their job functions effectively. CP/MCD provide employees with the ability to perform the functions of their duties in a much more efficient manner therefore management requires certain employees, positions, functions or shifts to be equipped with these devices.

Personal Devices; Stipends and Use:

The Town will offer a taxable monthly stipend for CP/MCD usage to employees whose duties and responsibilities require access. The Town Manager will determine which employees should receive monthly stipends and at what rate.

Authorization of monthly stipends should be determined by one or more of the following performance criteria:

- Critical decision maker
- An integral part of performing duties of the job
- Required to be contacted on a regular basis
- Work is regularly conducted in the field
- Required to be on-call

Instances of exceptional situations and/or emergency use may require service beyond the normal usage and control of employees. Under these circumstances the employee and Department Head should review the situation and reimbursement may be approved by the Town Manager.

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For employees not eligible for a monthly stipend, the use of privately-owned CP/MCD for Town business will be reimbursed after a detailed accounting of the use is provided and approved by the Department Head.

Use of privately-owned CP/MCD must not interfere with the employee performing their job duties.

Town Issued Devices:

In the course of Town business a determination may be made to issue CP/MCD to employees that are deemed to be used for the sole purpose of conducting Town business. Town issued devices will be the direct responsibility of the employee. In this instance, the Town will receive and pay invoices directly to the vendor for services and equipment. Whenever practical, employees should use landline phones or other means of communication that would otherwise save minutes on their tTown issued devices. Prudent use of the Town's resources is an integral part of Town employment.

Personal use of Town issued devices must be reimbursed by the employee. If a direct cost of personal use is not able to be determined from the monthly bill, a percentage of the personal use compared to the business use will be determined and the employee will reimburse the Town for the personal use percentage of the entire monthly bill. *De minimus* (minimal) or emergency type use on occasion will not warrant reimbursement.

Any misuse or negligent acts to Town owned ~~property~~ CP/MCD may result in disciplinary action or termination. of employment.

Procurement:

The procurement of Town issued CP/MCD, accessories and service plans shall be the direct responsibility of the Chief Information Technology Officer. Every effort should be made to pool the resources and needs of all departments when procurement of services and plans are being considered. Department Heads will approve the service maximum monthly requirements for each Town issued service.

For employees receiving the monthly stipend the procurement of CP/MCD, accessories, service plans, termination fees, and all associated costs is the direct responsibility of the individual receiving the stipend. In this instance eligible employees will establish personal service with the company of their choice. The Town reserves the right to specify certain minimum capabilities and access of equipment and service used in conjunction with this stipend.

The Town Manager may allow reimbursement of expenses for replacement equipment not to exceed $100 in each fiscal year.

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~~Financial hardships brought on to employees that are a direct result of decisions of the Town (other than employee misconduct) may be reimbursed by the Town. These types of decisions might include a reduction or cancellation of stipend, etc. and would thereby adversely impact an employee who had already committed to a long-term contract.~~ In the event that the Town decides to reduce or cancel an employee's stipend for CP/MCD that results in a financial hardship for the employee, the employee may seek reimbursement by the Town. Appropriate **documentation** by the employee ~~**will be**~~ **is required and must be approved by the** ~~provided by the employee and approved by the~~ Department Head, and ~~reimbursement would not be taxable.~~ submitted to the Town Manager for consideration of reimbursement.

Invoice Review, Expense Reimbursement and Payment:

Town issued devices will be billed to and paid by the Town. Detailed Invoices must be reviewed for accuracy by the employee or department to whom the device is issued and approved by the Department Head or their designee for payment. Any discrepancies, errors or fraudulent use should be documented and dealt with appropriately and effectively. Employees ~~that~~ who are issued Town devices will reimburse the Town for non-minimal personal use as provided herein.

Reimbursement for business related expenses to employees who do not receive a monthly stipend will be processed after a detailed accounting of the use is provided and approved by the Department Head.

Reimbursement up to $100 per fiscal year to employees that do receive the monthly stipend will be processed after approval is obtained from the Town Manager.

Reviewed ~~Approved~~ invoices must be returned ~~forwarded~~ to the Finance Department. ~~for payment.~~

Safety Guidelines:

Use of a CP/MCD while driving is strongly discouraged. When driving a Town vehicle or off road equipment, the use of a CP/MCD shall be with a hands-free device to ensure the promotion of safety practices and accident prevention. Text messaging while driving a Town vehicle is strictly prohibited.

All Town issued devices are the property of the Town of Lake Park. Employees may be financially responsible for the loss, damage, or failure to return assigned property. In the event of loss or damage to a Town issued CP/MCD the employee is required to immediately notify the Chief Information Technology Officer. Failure to do so will be grounds for disciplinary action.

Cellular transmissions may not be secure, and employees should use discretion when relaying confidential information.

Social Media Policy:

Advances in social media have encouraged new methods of communication and sharing of information. The Town supports the use of authorized social media sites as an alternative and timely method of communication with its citizens and employees and as a way to help fulfill its mission and promote the Town brand. The objective of this policy is to provide direction to Town employees on the acceptable uses of social media sites.

This policy applies to any social media sites which communicate with site users concerning Town government business. This policy does not apply to Town employees' personal social media sites.

Definitions:

- Blog – A type of website usually maintained by an individual with regular entries of commentary, descriptions of events, or other material such as graphics or video

- Social Media Sites – Types of websites that allow for the exchange of digital words, sounds, videos and pictures between users on the Internet, such as blogs, social networking sites or Wiki. Popular social media sites include, but are not limited to, Facebook, Twitter, MySpace, LinkedIn, YouTube, blogs and microblogs.

- Social Networking Site – A type of website where users can join to connect and interact with other users and organizations.

Standards:

- The Town websites (***www.lakeparkflorida.gov, www.lakeparkcra.com, www.lakepark-fl.gov, and www.lakeparkmarina.com***) shall remain the Town's official websites and predominant Internet presence.

- All social media sites shall provide a link to the Town's official websites, either on the site profile or other area visible to the user.

- Social media sites concerning Town government shall only be used to provide information regarding Town official business. It is prohibited for any employee to use a Town-authorized social media site for personal use.

- The Chief Information Technology Officer and the Town Manager or his or her designee shall have the right to restrict or require the removal of any content on the social media site that is in violation of this Social Media Policy, or other Town policy, or federal, state, county, or local law, or is otherwise not in the best interest of the Town. Content concerning official Town business that is removed must be digitally retained, stored and timely disposed of pursuant to the requirements of Chapter 119, Florida Statutes.

- The Chief Information Technology Officer shall be responsible for establishing the procedures for authorizing Town social media sites, provided that such procedures meet with the approval of the Town Manager.

Administration:

- Before a site is created, the Town Manager or his or her designee must approve of the use of the site and must appoint an employee to be the Site Administrator. A Site Administrator must be appointed for each social media site (e.g., if the Town Manager approves use of social media sites for the Library or the Recreation Department, a Site Administrator must be designed for each such site).

- Before a social media site may be created, the Site Administrator must complete and submit a Town Media Registration Form, which must be completed for each social media site. The Chief Information Technology Officer shall maintain a record of the completed Town Media Registration Forms and must be notified promptly of any change in the Site Administrator, account information or removal/deactivation of the site.

- The Site Administrator is responsible for the administration, updating and monitoring of the site. The Site Administrator shall not reveal an account password to anyone (with the exception of the Chief Information Technology Officer) or allow another individual to post content on the site.

- The profile/username shall clearly identify the name of the Town department, office or program for which the site is being estabished.

- Any email address used in the account set-up must be a Town-issued email address. No personal email address may be registered with an account.

- Social media sites shall clearly indicate that any content posted or submitted for posting is subject to public disclosure pursuant to Chapter 119, Florida Statutes.

- The use of the Town seal shall be the official seal as approved by the Town Commission.

- No copyrighted material shall be shared, posted, or uploaded on any social media site authorized under this policy unless the Town has an active, legitimate license for such purpose or the written consent of the copyright owner.

Records:

- It is the responsibility of the Site Administrator to retain, store and dispose of all content made or received relating to Town business, so as to ensure compliance with Chapter 119 Florida Statutes. Specifically, the Site Administrator shall keep a record of all posts, direct messages, tweets, retweets, responses, or replies made by the Site Administrator, and must configure the account settings or use a service which either delivers the account to a Town email mailbox, or to a database (e.g., TweetBack.com), pursuant to procedures established by the Chief Information Technology Officer.

- To encourage public participation, the Site Administrator shall set any privacy settings on the social media site so that the content on the site is as open to as many members of the general public as possible. No user may be denied from viewing (e.g., liking, being a fan, follower, etc.) the site.

- All content posted on the site and all responses to a user of the site shall be factual, accurate, and in compliance with Town policies. The Site Administrator shall seek assistance before offering advice, support or comment on any topic that falls outside the Site Administrator's specific duties or responsibilities as a Town employee.

Any violation of the Town's Social Media Policy may result in disciplinary action or termination of employment.

Authority:

Any changes or variations to this policy must be approved in writing by the Town Manager.

APPENDIX E

MOTOR VEHICLE POLICY{tc "**APPENDIX E**" \f C \l 1}

Appendix E, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Motor Vehicle Policy.

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TOWN OF LAKE PARK MOTOR VEHICLE POLICY

Purpose:

The primary purposes of this motor vehicle policy and procedures are to establish standards governing the system of motor vehicle assignment, utilization and operation; maximize the efficient and effective use of the Town's fleet in support of organizational goals and program objectives; control the use of Town owned and/or leased and personally owned and/or leased motor vehicles in the conduct of Town business; limit liability to the Town; and, hold employees accountable for any violations of policy or safety standards.

Scope of Applicability:

This policy applies to all employees and any appointed or elected officials or independent contractors who operate Town owned and/or leased motor vehicles including special use motor vehicles such as construction and excavation equipment designed to operate primarily off-road but driven on public roads to a job site.

Definitions:

The following definitions shall be used in interpreting and applying this policy:

- "Town Manager/Department Head/Foreman" shall also mean "or designee";
- "Official business, " business of the Town" or "services" shall mean any activity carried out by an employee in the performance of Town business;
- "Department/Division Pool Vehicle" shall mean a vehicle that has been provided to a department / division for use by employees on an as needed basis;
- "Motor Vehicle Assignment" shall mean the exclusive issue of a vehicle to an employee;
- "Take Home Authorization" shall mean the approval for an employee to take a vehicle home and to use the vehicle for daily commuting purposes between work and home;
- "Town Vehicle" shall mean any Town owned and/or leased motor vehicle; and
- "Pool Vehicle" shall mean any Town Vehicle assigned to a department for shared use by department employees.

Standards and Procedures:

General

- A Town vehicle is to be used for official Town business and shall not be used by an employee for personal reasons except as provided in this policy.
- A Town vehicle will be used for local travel whenever available.
- Any abusive, reckless or negligent act while operating any Town vehicle or personal vehicle while on Town business may result in a suspension or termination of an employee's driving privileges and may be grounds for further disciplinary action as provided for in the Employee Handbook or collective bargaining unit agreements.
- Employees shall obey all Town, County, State and Federal laws while operating any motor vehicle.
- Transporting non-employees for other than Town business must be approved in advance in writing by the Town Manager.
- When cargo, materials or tools are being transported, the driver is responsible for assuring that all items are properly secured to prevent them from shifting or falling from the motor vehicle or trailer and from being stolen.
- No person shall be allowed to ride on a running board, fender, hood, tailgate, bed or other location on a motor vehicle not designed or approved by the motor vehicle manufacturer for passengers.
- The operator shall not operate any motor vehicle when the normal field of vision is obstructed in any way.
- A qualified operator must be positioned at the motor vehicle's controls any time it is running. No motor vehicle except those responding to emergency situations shall be left unattended without first stopping the motor, locking the ignition, removing the key, setting the parking brake and locking the doors or otherwise securing the motor vehicle to prevent theft, vandalism or unintentional movement.
- The Town shall not be responsible for any personal property left in Town vehicles when used in the performance of Town business.

- Any employee receiving a ticket/citation for a violation of a Motor Vehicle Law, while operating his/her own vehicle or a Town Vehicle, will be responsible for payment of ticket/reinstatement of driver's license.

- No cell phone usage is permitted while operating a Town vehicle if the phone is not equipped with a hands free device. In addition, the following guidelines must also be adhered to: Whenever possible pull off the road to receive or place a call. If traffic is congested you shall not answer the phone or place a call. The stored phone number feature should be used to minimize the amount of numbers needed to be dialed to place a call. If traveling in an area where laws or ordinances prohibit cell phone usage, you must not use your phone at all.

- Text messaging while operating a Town vehicle or off road equipment is strictly prohibited.

Motor Vehicle Operation:

Town Vehicle Care

- An employee who operates a Town vehicle is responsible for the proper care of that vehicle.

- Fluid levels including brake, transmission, engine oil, and coolant shall be maintained. Missed service appointments may lead to loss of Town vehicle assignment.

- Any defects that will affect safe operation of the Town vehicle shall be reported promptly to the operator's supervisor and Vehicle Maintenance Foreman. No employee shall operate a Town vehicle that is in an unsafe condition.

- Any Town vehicle damage beyond normal wear and tear must be documented and reported to the operator's supervisor and Vehicle Maintenance Foreman.

Driver License

- A valid Florida driver license must be in the employee's possession at all times while operating a Town vehicle.

- For employees who are required to operate a commercial vehicle, they must:

    - Successfully pass a D.O.T. medical physical every two (2) years.

- Comply with all State and Federal D.O.T. rules and regulations.
- Comply with the Federal Commercial Motor Vehicle Safety Act of 1986, and obtain a Commercial Driver's License (CDL).

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- Pass the qualifying training and proficiency review provided by the supervisors, where applicable (e.g. vehicles exceeding 26,000 GVWR or larger).

- Commercial operators must notify in writing ~~Human Resources and~~ their Department Head and Human Resources ~~no later than the end of the next business day~~ immediately of a conviction for any traffic violation (except parking) that occurs during a workday. This is true no matter where or what type of vehicle is driven.

- An employee who operates a Town vehicle must notify ~~Human Resources and~~ the employee's Department Head and Human Resources no later than the ~~end~~ beginning of the next business day immediately following the suspension, revocation or cancellation of an employee's issued driver's license. ~~when the employee's an issued driver's license has been suspended, revoked or canceled.~~ or if for any other reason the employee is disqualified from driving.

- An employee who may operate a motor vehicle on official Town business shall provide a photocopy of his or her current Florida driver license to the Human Resources Department for his or her personnel file.

Accident Reporting Requirements

Any accident involving a Town vehicle or personal vehicle used in the performance of Town business shall be reported as follows:

- summon medical care for any injured parties;

- notify appropriate law enforcement authorities;

- notify immediate supervisor;

- employees involved in an accident should not offer any admission of guilt or information regarding the cause of the accident without first consulting with the Human Resources Director ~~Risk Management~~;

- the supervisor shall immediately notify the Human Resources Director ~~Risk Management Division~~, initiate departmental investigation of the accident or act at the direction of the Human Resources Director ~~Risk Management Division~~ and complete all required Town reports and recommend any follow-up preventive actions to the Human Resources Director as the Town's Risk Manager;

NOTE: ~~f~~Failure to ~~report~~ adhere to the procedure ~~as~~ set forth above may result in disciplinary action, up to and including termination of employment.

NOTE: ~~a~~A drug and alcohol test is required in accordance with the Town's Drug Free Workplace Policy ~~Employee Handbook~~ and/or Collective Bargaining Agreement.

NOTE: ~~w~~When an operator on Town business is determined to be at fault in a motor vehicle accident, the supervisor may recommend disciplinary action in accordance with Town policy and/or collective bargaining agreements. ~~; and~~

NOTE: ~~a~~An employee who uses an assigned Town vehicle for any purpose outside the direct scope of Town business and is involved in an accident may be denied workers' compensation benefits in accordance with the policy.

Use of Safety Restraints

- All Town motor vehicles must be equipped with seat belts and all occupants of Town motor vehicles must properly wear seat belts any time the motor vehicle is in motion.
- The operator of construction, excavation and other off-road equipment shall use the occupant restraint system any time the motor vehicle is in operation.
- Employees are prohibited from removing, deactivating, modifying or otherwise defeating any occupant restraint installed by the manufacturer unless approved or instructed by the manufacturer.

Parked Motor Vehicles

Any motor vehicle left unattended shall be legally parked in a designated parking space. Motor vehicles responding to emergency situations or those parked on job sites shall be parked with due regard to safety and security considerations.

All Town vehicles except those taken home shall be secured in a Town parking lot during non-duty hours. When it is necessary to leave a motor vehicle at a job site overnight, the operator shall ensure the motor vehicle is parked and secured in an area which provides reasonable security.

Trailers and Towing

- An operator whose motor vehicle is towing a trailer, dolly or other equipment shall assure that the trailer weight does not exceed the rated capacity of the vehicle or trailer hitch, that the trailer is coupled properly to the hitch and that the safety chains are properly fastened.

- The operator shall ensure that the trailer or other towed equipment is supplied with proper and functioning lights including brake lights turn signals and running lights.
- Any motor vehicle having a load which extends more than four (4) feet beyond the rear of the vehicle shall have the end of the load marked with a red flag. The red flag must be a least twelve (12) inches square.

Mandatory Personal Auto Insurance Coverage

- Employees who elect to receive car allowances to use their personal vehicles to conduct Town business are required to maintain and provide to the Human Resources Director evidence of an insurance limit of $100,000 per person/$200,000 per accident or occurrence. The monthly car allowance offsets the cost associated with the increased insurance limit.

- Employees to whom this policy applies are subject to an annual drivers' license review by the Town's ~~Risk Management Office~~ Human Resources Director. Departments are responsible for verifying proof of insurance each year and submitting to ~~Risk Management.~~ the Human Resources Director.

- The Town will not assume any liability for bodily injury or property damage the employee may become personally obligated to pay arising out of an accident occurring in connection with the operation of his/her personal vehicle.

- The Town does not specify and assumes no responsibility for any other coverage employees carry on their own cars since this is a matter of individual status and preference.

- Failure to maintain the mandatory insurance limit will result in disciplinary action, up to and including termination of employment.

Tobacco Use Prohibited

The use of any tobacco product (smoking or smokeless) is prohibited in any Town vehicle.

Assignments:

Upon recommendation assignments of Town vehicles shall be as follows:

Assignments while on duty:

- Exclusive Use Assignments: Where dictated by job responsibilities of a classification/position, a motor vehicle may be assigned for the exclusive use ~~of~~ by an employee.

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- Pool Vehicles: Where dictated by need a department/division may be assigned pool vehicles. Such vehicles are requested by the Department Head and approved by the Town Manager. Employees may use pool vehicles as approved by the Department Head. Pool vehicles are intended for shared use by department employees and shall not be exclusively assigned.

Authorization to Take a Town Vehicle Home:

- Authorization to take a Town vehicle home must be requested by the employee on a completed Vehicle Take-Home Authorization Form, recommended by the Department Head and approved by the Town Manager.

- The Town Manager may authorize the occasional take-home use of a department/division pool vehicle for specific authorized functions or activities requiring a Town vehicle at nighttime to transport people and /or equipment to/from an activity provided that:

  (1) the domicile of an employee is such that it would be inefficient to pick up and return the vehicle to its normal storage location before and after the event; or

  (2) for early morning business travel, picking up a vehicle at its normal storage location would be inefficient, in which case an employee may be permitted to park a Town vehicle at their domicile overnight as long as adequate security is provided.

The Town Manager may authorize the take-home use of a department/division pool vehicle when an employee is placed on standby or call-back status, for a period not to exceed fifteen (15) consecutive days for any one assignment.

Reimbursement for the Use of Personal Vehicles:

Each employee who is required to use their personal vehicle in the performance of Town business shall be reimbursed for such usage at the prevailing mileage rate in accordance with the Town Travel Policy. An employee shall be responsible for all insurance, maintenance and fuel costs associated with the operation of their personal vehicle. Employees will not be reimbursed for the use of a personal vehicle if a Town vehicle was available unless specifically approved by the Town Manager.

An employee may be awarded a monthly motor vehicle allowance as approved by the Town Manager. Employees who receive a monthly allowance may not receive reimbursement for in-town travel but may be reimbursed for out-of-town travel.

Appropriate Use of Town Vehicles:

A Town vehicle shall be used only for official travel while in the performance of Town business or services. Infrequent limited personal use of Town vehicles may be permitted when such use is incidental to the conduct of official business, such as:

- Stopping at a restaurant or fast food establishment for the purpose of eating during the designated meal period when the meal period coincides with official business travel requiring a Town vehicle, when working in a remote area and a Town vehicle is the only transportation available to reach a food establishment or when attending Town-approved meetings, conferences presentations or functions. The food establishment must be on the normal route to the work location or in close proximity to the work location.

- Stopping at a convenience store, gas station or food establishment for the purpose of buying refreshment during an official work break period or for using restroom facilities if such stop is in concert with official duties requiring travel in a Town vehicle and does not deviate from the normal route of travel.

At no time will a Town vehicle be parked at an adult entertainment establishment or an establishment whose primary business is the sale of alcoholic beverages.

A Town take-home vehicle shall not be used to replace an employee's personal vehicle for leisure-time use.

Taxable Benefit:

The employee is responsible for any taxable benefit that may accrue as a result of the use of a Town assigned take-home motor vehicle and must submit the required documentation to the Finance Director. Failure to submit required documentation may result in:

- loss of Town assigned take-home vehicle; and

- additional personal income tax liability

APPENDIX F

TRAVEL POLICY

Appendix F, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Travel Policy.

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TOWN OF LAKE PARK PER DIEM AND TRAVEL EXPENSE POLICY

PURPOSE

The primary purpose of this per diem and travel expense policy is to establish the specific procedures related to travel by Town employees, the Town Manager, Mayor and Commissioners, as well as to establish the required procedures to be used to obtain reimbursement of travel expenses. This policy additionally establishes the allowable travel reimbursement rates. By way of definition, wherever employees are referenced, such definition includes the individuals listed above.

POLICY

- Authorization – All travel by Town employees to attend conventions, conferences, or training programs must be approved in advance by the appropriate Department Head. The Town Manager will approve requests for ~~d~~ Department ~~h~~ Head travel and training.
- Budget Provisions – No employee will be authorized to attend any convention, conference or training program at Town expense, unless funding is available in the annual budget, and budget constraints do not prohibit travel.
- Advance/Reimbursement – All authorized persons required to travel on Town business shall be reimbursed in accordance with established procedure. Reimbursement must be properly documented and must include receipts when required.

RESPONSIBILITY

- The Finance Director is responsible for implementing this policy, under the direction of the Town Manager. The Department Heads are responsible for the application and implementation of the policy within their departments.

PROCEDURES

Registration fees for authorized conventions, conferences and training seminars shall be

paid by the Town.

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Travel expenses - It is the intent of this section that employees attending approved conferences shall utilize the most economical means of transportation available unless specifically approved by the Town Manager. Any deviation from this policy shall result in the employee being responsible for the additional expenses and travel time off.

Mileage Reimbursement – Employees attending approved conferences shall be paid according to the Internal Revenue Code rate for the use of the employee's personally owned vehicle.

Parking and tolls will be reimbursed according to receipt verification.

Meal Reimbursement – The Town will reimburse the employee for meals in accordance with the reimbursement schedule set forth below:

Meal	Amount	Travel Time Departure/Arrival
Breakfast	$ 7.00	Before 6:00 A.M/After 8:00 A.M.
Lunch	$ ~~10.50~~ $11.00	Before 12 noon/After 2:00 P.M.
Dinner	$ 24.50	Before 6:00 P.M./After 8:00 P.M.

- This reimbursement will be made without the necessity of receipts being maintained.

Short or Day Trips – All travelers who do not require overnight accommodation away from home, will be paid in accordance with the above reimbursement schedule. The total amount of reimbursement will be included in the employee's paycheck following the date of attendance and submission of a travel expense report.

Meals provided as part of the registration fees will not be reimbursed.

Lodging – Lodging is paid on an actual cost basis, and its expense must be substantiated by a receipt. Lodging costs must be paid by Town check or purchasing card in order to avoid paying taxes. The Town is exempt from state sales tax and therefore, will not pay sales tax on lodging within Florida. It is the employee's responsibility to provide the lodging vendor with a copy of the Town's sales tax exemption certificate and ensure that no State taxes are charged.

Car Rental – When, subject to prior approval of the Department Head, a vehicle is rented by an individual traveling on Town business, the individual renting the vehicle shall

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purchase, at the Town's expense, the vehicular insurance offered by the rental agency. Failure to do so will result in the individual's own insurance being considered primary in the event of an accident and place the individual renting the vehicle at personal financial risk.

Incidental Expenses – The following incidental expenses of the traveler may be reimbursed when receipts are provided:

- Reasonable taxi fare.
- Communication expense (must be documented as official business).
- Registration fees not paid in advance.
- Reasonable tipping and baggage charges (receipts not necessary – up to $10.00 per day maximum).

Travel Expense Report – at the conclusion of travel a Travel Expense Report must be submitted together with all of the required receipts to the Finance Department. Application for payment of travel expenses must contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter.

Fraudulent Claims – Any person who willfully makes and subscribes any such claim that he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation of such a claim that is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, commits a misdemeanor of the second degree, punishable as provided by State law. Whoever receives an allowance or reimbursement by means of a false claim is civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

Prohibition Against Reimbursement of Travel Expenses by Contractors, Vendors, Service

Providers, Bidders or Proposers – Unless specifically waived by the Town, Town employees cannot accept payment or reimbursement of any travel expenses from any contractor, vendor, service provider, bidder or proposer doing business with the Town.

- Travel expenses include, but are not limited to, transportation, lodging, meals, registration fees and incidentals
- This prohibition does not extend to expenses reimbursed or paid directly by the Town.
- This prohibition does not extend to expenses reimbursed or paid by other governmental entities or by organizations of which the Town is a member if the travel is related to that membership (Examples: The National or Florida League of Cities).
- The Town may waive this prohibition by majority vote.

For additional information, please see the Palm Beach County Code of Ethics.

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APPENDIX G

DOMESTIC VIOLENCE VICTIMS LEAVE POLICY

Appendix G, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Domestic Violence Victim's Leave Policy.

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TOWN OF LAKE PARK DOMESTIC VIOLENCE LEAVE POLICY

Any employee of the Town or an employee who has a family member or household member who is a victim of domestic violence is eligible for up to three (3) workdays of unpaid leave from work in any twelve (12) month period to participate in activities resulting from an act of domestic violence. The Town will permit leave for an employee to participate in the following specific activities:

a. Seek a protective or injunctive order for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;

b. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence or sexual violence;

c. Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence or sexual violence;

d. Make the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator; or

e. Seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic violence or sexual violence.

For purposes of the Town's policy, the following definitions apply:

a. Domestic and sexual violence include any assault, aggravated assault, battery, ~~A~~aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member.

b. Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

c. Victim means an individual who has been subjected to domestic or sexual violence.

d. The twelve-month period for determining whether the three (3) workdays of leave is based on a rolling twelve (12) month period commencing upon the first date of leave.

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APPLYING FOR LEAVE FOR VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE:

Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member, an employee seeking leave from work under this policy must submit to the Human Resources Director a written Request for Leave for approval along with ~~sufficient documentation of the act of domestic or sexual violence~~ a copy of the police report, physician's certification, or certified court documentation verifying the act of domestic or sexual violence.

MAXIMUM LEAVE ALLOWABLE:

Employees are eligible for a maximum of three (3) workdays of unpaid leave per twelve (12) month period.

PAY STATUS:

Employees seeking leave under this policy ~~must have exhausted all~~ may utilize any available vacation, personal leave, sick leave and compensatory time in order to remain in a paid status. ~~before unpaid domestic violence leave will be granted.~~

CONFIDENTIALITY:

Information relating the employee's leave under this policy will be kept confidential and is exempt from disclosure to the extent permitted by law.

NON-RETALIATION:

An employee will not be discharged, demoted, suspended, retaliated against or in any other manner discriminated against for exercising his or her rights under the Town's policy.

APPENDIX H

DRUG FREE WORKPLACE POLICY

Appendix H, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Drug Free Workplace Policy and Procedure.

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TOWN OF LAKE PARK DRUG FREE WORKPLACE POLICY AND PROCEDURES
POLICY STATEMENT, SECTION 8
"DRUG FREE WORKPLACE POLICY"

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy and Procedures on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is hereby implemented pursuant to the Drug-Free Workplace Program under Florida law, Chapter 440, ~~et seq.,~~ Florida Statutes. This law provides that an employee who is injured in the course and scope of his/her employment and who either tests positive on a drug or alcohol test or who refuses to be tested forfeits his/her eligibility for workers' compensation medical and indemnity benefits.

Questions concerning the Town's policy should be presented to the Human Resources ~~Department~~ Director for guidance or clarification.

II. SCOPE

All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements. Employees covered by a Collective Bargaining agreement may have specific language in their agreement concerning the Town's Drug Free Workplace policy; however, all employees of the Town are expected to comply with the provisions contained in the Town's policy, including any enacted amendments or supplements to Florida law or administrative regulations.

III. DEFINITIONS

The definitions set forth in Chapter 440, Florida Statutes, and the Florida Administrative Code will apply to the terms used in this policy.

IV. ALCOHOL USE PROHIBITIONS

A. All employees are prohibited from distributing, dispensing, possessing, using or being impaired, **intoxicated or under the influence of alcohol while** ~~at work, on duty or while operating a Town vehicle.~~ on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.

B. Off-duty abuse of alcohol which adversely affects an employee's job performance, or which can be expected to cause harm to the Town's image or relationship with other employees or the public, is prohibited.

C. For the purpose of this policy, an employee is presumed to be impaired, intoxicated or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the employee has a level of at least .05 percent blood alcohol in his/her system at the time of testing.

D. An employee who is perceived to be under the influence of alcohol will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors. The determination of what action is appropriate in each case rests solely with the Town.

E. Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Head who shall immediately notify the Human Resources Director.

V. DRUG USE PROHIBITIONS

A. All employees are prohibited from manufacturing, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on duty, operating a Town vehicle or equipment or on Town property (including parking areas and grounds) or while otherwise performing Town duties away from the Town. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. Employees are also prohibited from reporting to work or working with the presence of any such illegal or unauthorized controlled substances or excessive amounts of otherwise lawful controlled substances in their systems.

B. For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.

C. The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property. , or the prescription must be available to be brought in by the employee and made available upon request by the employee's supervisor within a reasonable period of time.

D. It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

VI. TESTING

The Town shall conduct drug tests in the following circumstances:

A. Applicant Testing

1. All job applicants will be tested for the presence of illegal drugs as part of the application process.

2. The Town may elect to conduct limited testing of job applicants and only test applicants who apply for certain job positions, based on a reasonable classification basis.

3. The Town may allow a job applicant to begin work pending the results of the drug test; however, any such employment is conditional and may be revoked if the applicant/employee fails the required test.

4. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test, or fails to pass the pre- employment drug test will be ineligible for hire. Such an

individual may not reapply for employment with the Town for at least one (1) year from the date of the drug test.

B. Reasonable Suspicion Testing

Employees must submit to a drug test if the Town has reasonable suspicion that they have violated any of the rules set forth in this policy. "Reasonable suspicion" may arise from, among other factors:

1. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.

2. Deterioration in work performance.

3. A report of drug use provided by a reliable and credible source.

4. Evidence that an individual has tampered with a drug test during his/her employment with the Town.

~~5. Information that an individual has caused, contributed to or been involved in a workplace or vehicular accident.~~

~~6.~~5. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on Town premises or while operating Town vehicles, machinery or equipment.

~~7.~~6. Abnormal conduct or erratic behavior while at work.

C. Routine Fitness For Duty Testing

An employee will submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Town's established policy or that is scheduled routinely for all members of an employment classification or group.

D. Follow-up Testing

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employee must submit to drug testing as a follow-up to such a program, at least once a year for a two-year period after completion of the program. Advance notice of follow-up testing will not be given to the employee being tested.

E. Random Testing

Employees who are required to have a commercial driver's license (CDL) will be required to submit to drug testing on a random basis.

Selection of employees for random testing will be conducted through the use of a neutral selection process.

When an employee is selected for random testing, both the employee and the employee's supervisor will be notified on the day the test is scheduled to occur.

Testing may be postponed only when an employee's supervisor agrees that there is a compelling need for deferral.

An employee whose random drug test is deferred will be subject to an unannounced test within sixty (60) days.

F. Job Related Accident or Injury

~~F~~. An employee who has a job related accident or injury shall report the incident to the appropriate Department Head immediately, and shall submit to a post-accident drug test immediately following such incident.

G. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations, or as deemed necessary by the Town.

VII. PRIOR TO TESTING

A. The Town may test for any or all of the following drugs:

Alcohol ~~(booze, drink, distilled spirit, wine, malt beverage, intoxicating liquor, etc.)~~

Amphetamines (Desoxyn, Dexedrine)

Cannabinoids (e.g., marijuana) ~~, hashish, hash, hash oil, pot, joint, roach, spliff, grass, weed, reefer)~~

Cocaine ~~(coke, blow, nose candy, snow, flake, crack)~~

Phencyclidine (e.g., PCP) ~~, angle dust, hog)~~

Methaqualone

Opiates (e.g., opium) ~~, dover's powder, paregoric, parepectolin)~~

Barbiturates (Phenobarbital, Tuinal, Amytal)

Benzodiazepines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Restoril, Serax, T ranxene, Valium, Vertron, Xanax)

Methadone (Dolophine, Methadone)

Propoxyphene (Darvocet, Darvon N, Dolene)

Metabolites of any substances listed above

B. Job applicants required to submit to drug testing and employees required to submit to drug and alcohol testing must sign a consent agreement and release of liability prior to testing.

C. Because of the potential adverse consequences of positive test results on employees, the Town will employ a very accurate testing program. All samples will be analyzed by a qualified independent laboratory which has been selected by the Town and certified by the Agency for Health Care Administration or the U.S. Department of Health and Human Services.

D. Applicants and employees will be given an opportunity prior to and after testing to provide any information to the Medical Review Officer which they consider relevant to the test including listing all drugs they have taken recently, including prescribed drugs, and to explain the circumstances of the use of those drugs. This medical information is confidential and should be given only to the Medical Review Officer. Applicants and employees will also be provided with a notice of the most common-medications by brand name, as well as the chemical name, which may alter or affect a drug test. Finally, applicants will receive a summary of this policy and a list of employee assistance - programs and local drug rehabilitation programs.

E. An employee injured at the workplace is ~~and~~ required to be drug tested and will be taken if necessary to a medical facility for immediate treatment of injuries. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically feasible to move the injured employee, specimens will be obtained at the treating facility and transported to an approved testing laboratory.

F. No specimens will be taken prior to the administration of emergency medical care. Once this condition has been satisfied, an injured employee must release

to the employer the results of any tests conducted for the purpose of showing the presence of alcohol or drugs in his/her system.

G. Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Blood will be used as the initial and confirmation test for alcohol.

H. The Town will pay the cost of initial and confirmation drug tests which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug tests not required by the Town.

VIII. PROCEDURE

A. The Human Resources Director ~~Personnel.~~ will coordinate all testing requests except for the random testing carried out under the DOT regulations. Questions regarding this policy or requests for testing should be directed to ~~Personnel~~ the Human Resources Director or ~~T~~the Town Manager.

B. Drug testing shall be conducted in accordance with the following procedures:

1. Collection, transportation and storage of samples shall be conducted with due regard to the privacy of the individual providing the sample and in a manner reasonably calculated to prevent substitution or contamination of the sample. The Town shall use chain-of-custody procedures as established by state and federal rules and guidelines.

2. Each specimen container shall be labeled.

3. Employees and applicants shall be given a form on which they may provide any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications or other relevant medical information. The form shall provide notice of the most common medications by brand name, as well as the chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test results.

4. Tests shall be conducted by a laboratory licensed and approved by the Agency for Health Care Administration or certified by the United States Department of Health and Human Services.

5. Specimens may be taken or collected by a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner or certified paramedic who is present at the scene of an

accident for the purpose of rendering emergency medical service or treatment or by a qualified person employed by a licensed or certified laboratory.

6. A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two (2) drug tests as determined by the Agency for Health Care Administration.

7. Specimens yielding a positive confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test:

   a. for at least 210 days after the result of the test was mailed or otherwise deliver to the Medical Review Officer; or

   b. if the employee or job applicant undertakes an administrative or legal challenge to the test result and notifies the laboratory of such, until the case or administrative appeal is settled.

8. During the 180 day period after written notification of a positive test result, the employee or job applicant may obtain a portion of the sample for retesting at the employee's or job applicant's expense, by another licensed laboratory licensed and approved by the Agency for Health Care Administration. The laboratory which performed the original test and confirmation is responsible for the transfer of the sample and for the integrity of the chain-of-custody during the transfer.

9. Within five (5) workdays after receipt of a positive confirmed test result from the Medical Review Officer, the Town shall notify the employee or job applicant in writing of the result, its consequences and the employee's or job applicant's options.

10. The Town shall provide a copy of the test results to the employee or job applicant upon request.

11. Within five (5) workdays after receipt of a positive confirmed test result, the employee or job applicant may submit information to the Medical Review Officer explaining or contesting the test results, or to the Town explaining why the results do not constitute a violation of this policy. If the challenge or explanation is unsatisfactory, the employee or job applicant shall be provided with a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with a report of the test results. All such documentation shall be kept confidential and shall be retained by the employer for at least one (1) year.

C. Employee Protection

1. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee.

2. The Town will not request or receive from the testing facility or the Medical Review Officer any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in the body fluids.

3. The Town will not discharge, discipline, refuse to hire, discriminate against or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a Medical Review Officer.

4. The Town shall not discharge, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. The Town retains the right to select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.

5. All authorized remedial treatment, care and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care and attendance provided to the employee after a future date certain will be denied. An employee who voluntarily comes forward before being confronted, tested or involved in a drug-related incident may be provided rehabilitative opportunities, leave or an opportunity to resign as determined by management in consultation with a Town coordinating physician.

6. The Town shall promptly detail in writing the circumstances which formed the basis of a determination that reasonable suspicion existed to warrant testing and shall provide this documentation to the employee upon request. The original documentation shall be kept confidential and shall be retained by the Town for at least one (1) year.

IX. DISCIPLINARY ACTION

A. In the case of a first-time violation of the Town's policy, including a positive drug or alcohol test result, the employee will be subject to discipline, up to and including termination of employment. Refusal to submit to testing under this policy ~~will~~ may result in forfeiture of eligibility for all medical and indemnity benefits and ~~will~~ may subject the employee to termination of employment.

B. The Town may, at its sole discretion, suspend employees without pay under this policy pending the results of a drug test or investigation.

C. Any employee having a second positive drug test during his/her employment with the Town will be terminated from employment.

D. Employees who are not immediately terminated for testing positive or for some other violation of the policy shall, at the Town's sole discretion, be required to execute an agreement acknowledging:

1. That they tested positive or otherwise violated the policy; and,

2. That in exchange for the Town not terminating employment for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation, counseling or other activities prescribed by the Town's coordinating physician in conjunction with management; to undergo periodic unannounced drug testing for a period of two (2) years, and be subject to termination from employment for any future violation of the policy.

E. Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated from employment, will not be returned to work or continue working until they have been evaluated by the Town's EAP Program Provider in conjunction with administration to determine if they can safely return to work.

X. INVESTIGATIONS/SEARCHES

A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.

C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

D. Employees will be subject to discipline, up to and including termination of employment, for refusing to cooperate with searches or investigations.

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XI. ARREST OR CONVICTION FOR DRUG-RELATED CRIME

A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.

2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.

4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.

~~B.~~ As a condition of continued employment, an employee ~~will~~ shall immediately notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day. ~~The employee must give notice to the Town within five (5) days of such conviction.~~

XII. CONFIDENTIALITY

All information received by the Town as a result of a drug testing program is confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except:

A. Confidential information may be released pursuant to a written consent form signed voluntarily by the person tested.

B. Confidential information may be released if such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under Florida law.

C. Confidential information may be released to a professional or occupational licensing board in a related disciplinary proceeding.

D. The Town, agents of the Town or laboratories conducting drug tests may have access to and use employee drug test information when consulting with legal counsel in connection with actions brought under or related to Chapter 440 Florida Statutes or when the information is relevant to the Town's defense in a civil or administrative matter.

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APPENDIX I

SOCIAL SECURITY NUMBER PRIVACY POLICY

Appendix I, attached hereto, and incorporated herein by reference, to the Handbook of Procedures of the Town of Lake Park (Employee Handbook) constitutes the Town of Lake Park Social Security Number Privacy Policy and Operation Procedures.

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SOCIAL SECURITY NUMBER PRIVACY POLICY AND OPERATION PROCEDURES

Statement of Town Policy. The Florida Legislature expressly acknowledged in the 2007 amendments to Section 119.071, Fla. Stat. (2007), that the social security number was never intended to be used for business purposes, but rather was intended to be used solely for the administration of the federal Social Security System. The Legislature also recognized that over time, social security numbers have been used extensively for identity verification purposes and other legitimate consensual purposes. Because social security numbers can be used as a tool to perpetuate fraud against an individual and to acquire sensitive personal, financial, medical, and familial information, the release of which could cause great financial or personal harm to an individual, state law requires the agencies that are subject to the Florida Public Records Act, Chapter 119, Fla. Stat., which includes the Town of Lake Park ("Town") implement a policy consistent with state law, to keep social security numbers that the Town collects confidential, and not subject to disclosure except in limited circumstances.

In accordance with state law, it is the policy ("Policy") of the Town to protect the confidentiality of social security numbers, which may be obtained by the Town pursuant to this Policy. All Town employees must strictly adhere to this Policy. Any employee who violates the provisions of this Policy and its operating procedures, will be subject to discipline, in accordance with the applicable provisions of the Handbook of Procedures for Employees of the Town of Lake Park, and may also be subject to the imposition of criminal and non-criminal penalties pursuant to Section 119.071, Fla. Stat., for violations, including a fine of $500.00 per violation, against any public officer who violates the provisions.

Operating Procedures.

1. Collection and Use of Social Security Numbers by the Town. Social security numbers may be collected by the Town from persons applying for employment with the Town, Town employees, applicants for certain licenses and permits issued by the Town, and persons and entities doing business with the Town and/or receiving services from the Town, or for any other Town purpose. The Town may use social security numbers that the Town acquires for any of one or more of the following purposes:

    - Employment background checks (including but not limited to, consumer credit, criminal record, driving history, verification of employment, fingerprints, NCIC/FCIC checks, FDLE checks, local and state record checks, verification of military service, clarification for duplicate names, educational background government agencies,), pre-employment physicals and drug testing and screening;
    - Credit history investigations for applicants for positions of financial responsibility or for positions that involve the handling of significant amounts of currency or other valuables;

- To identify Town employees for any purpose allowed under law not limited by state and federal privacy laws; to verify the validity of Florida driver's licenses;
- Verify eligibility for employment pursuant to the Form I-9, Employment Eligibility Verification Form
- Payroll processing (IRS, Social Security, U.S. Citizen & Immigration Service, Unemployment Compensation, Division of Retirement, State of Florida New Hire reporting);
- Withholding and reporting federal income taxes;
- Insurance, retirement/pension and benefit information; To comply with sexual predator and offender laws;
- To comply with state child support reporting requirements;
- To comply with state unemployment compensation reporting requirements;
- To facilitate enrollment in employee benefit plans;
- To facilitate the processing of employee benefit claims
- Process any application for a license or permit to be issued by the Town;
- The Town may disclose social security number to another agency or another governmental entity if such disclosure is necessary for the receiving agency or governmental entity to perform its duties and responsibilities.
- **DISCLOSURE STATEMENTS WILL BE PROVIDED WHENEVER A SOCIAL SECURITY NUMBER IS REQUESTED OR USED BY THE TOWN FOR ANY PURPOSE THAT IS NOT EXPRESSLY DISCLOSED IN THIS POLICY.**

NOTE: The form(s) used for the collection of social security numbers shall contain the complete text of the above-stated disclosure statement, and shall be provided to individuals at the time that the Town collects their social security numbers. Additionally, all Town employees are required to safeguard their own individual security numbers by ensuring that their transmittal of such numbers is done in a confidential and secure manner.

2. **Receipt and Use of Social Security Numbers.** Social security numbers may be obtained and used by the Town for any of the purposes stated above, and in the event the Town requires a social security number for a purpose that is not specifically listed herein, the Town shall provide a specific disclosure statement identifying the purpose for which the social security number is to be used.

   - Social security numbers or portions thereof, may not be printed on, listed or otherwise included in any of the following Town-prepared documents: identification cards, time sheets, time cards, employee rosters, employee identification records, employee paychecks, computer passwords, Town account records, agreements or contracts.

   - Social security numbers or portions thereof, may not be used in open computer transmissions.

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3. **Storage of, and Access to, Social Security Numbers:**

- Storage. To the extent reasonably possible, documents containing social security numbers shall be stored in locked secured areas. Computer applications that contain social security numbers shall, to the extent reasonably possible, be maintained in secured, authorized-access computer stations only.

- Access. Only Town employees who have a legitimate reason relating to Town business will be permitted access to social security numbers, and such access may only be granted by a Town Department Head(s) who is directly responsible for functions relating to the reporting or transporting of such data.

4. **Disposal of Records Containing Social Security Numbers.** Records that contain social security numbers shall be maintained in accordance with federal and state laws. When such records are scheduled for disposal, such disposal shall be done pursuant to the requirements of the State of Florida General Records Schedule GS1-SL for state and local government agencies, and the destruction of such records shall be by cross-cut shredding, or as otherwise permitted by state law.

5. **Procedure for the Disclosure of Social Security Numbers in Response to Public Records Request(s) from a Commercial Entity Engaged in the Performance of a Commercial Activity by Authorized Town Employees.** Employees who are authorized to disclosure social security numbers in response to a qualified public records request made by a commercial entity engaged in the performance of a commercial activity are: the Town Clerk, Deputy Town Clerk, and the Human Resources Director. A "commercial entity" means any corporation, partnership, limited partnership, proprietorship, sole proprietorship, firm, enterprise, franchise, or association that performs a commercial activity in this state. "Commercial activity" means the provision of a lawful product or service by a commercial entity. Commercial activity includes verification of the accuracy of personal information received by a commercial entity in the normal course of its business; use for insurance purposes; use in identifying and preventing fraud; use in matching, verifying, or retrieving information; and use in research activities. It does not include the display or bulk sale of social security numbers to the public or the distribution of such numbers to any customer that is not identifiable by the commercial entity.

An authorized Town employee may not deny a commercial entity engaged in the performance of a commercial activity access to social security numbers, provided the social security numbers will be used only in the performance of a commercial activity and provided the commercial entity makes a written request for the social security numbers. The written request must: (1) be verified in accordance with the requirements of Section 95.525, Fla. Stat., (made under oath or affirmation taken or administered before an officer authorized to administer oaths; or by the

signing of the written declaration which states as follows: "Under penalties of perjury, I declare that I have read the foregoing (document) and that the facts stated in it are true," followed by the signature of the person making the declaration, except when a verification on information or belief is permitted by law, in which case the words "to the best of my knowledge and belief" may be added. The written declaration shall be printed or typed at the end of or immediately below the document being verified and above the signature of the person making the declaration;) (2) be legibly signed by an authorized officer, employee, or agent of the commercial entity; (3) contain the commercial entity's name, business mailing and location addresses, and business telephone number; and (4) contain a statement of the specific purposes for which it needs the social security numbers and how the social security numbers will be used in the performance of a commercial activity.

The Town may request any other information reasonably necessary to verify the identity of a commercial entity requesting the social security numbers and the specific purposes for which the numbers will be used.

The Town Clerk shall create and maintain a written log or record of all requests for the disclosure of social security numbers by commercial entities and the stated purposes for the request of the social security numbers. The Town Clerk shall file a written report with the Executive Office of the Governor, the President of the Florida Senate, and the Speaker of the Florida House of Representatives, by January 1 of each year identifying all commercial entities that have requested social security numbers during the preceding calendar year, and the specific purposes(s) stated by each commercial entity for its intended use of the social security number. If the Town did not receive any such requests, the Town must indicate that no social security number disclosure requests were received for the subject calendar year in its report.

The annual report may be in the form of a letter from the Town Manager or other authorized Town official to the Governor's Office, the Senate President, and the Speaker of the House.

~~Example if requests have been received by the Town:~~

~~"The Town of Lake Park is hereby submitting its annual report as required by Section 119.071(5), Fla. Stat. (2007) of requests made by commercial entities to the Town for the disclosure of social security numbers. Based upon our review of Town records, the Town of Lake Park has received social security number ("SSN") disclosure requests from the following commercial entities for the following stated purposes:~~

~~Name of commercial entity — Purpose for requesting SSN~~
~~1.~~
~~2. None~~
~~3.~~
~~4.~~

~~Please do not hesitate to contact this Office is if further information is required from~~

~~the Town of Lake Park in this regard.~~"

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~~Example if no requests have been received by the Town:~~

~~"Based upon our review of Town's records, no requests for the disclosure of any social security numbers have been received by the Town from any commercial entity for the year 2007. Please do not hesitate to contact this Office is further information is required from the Town of Lake Park in this regard."~~

~~The addresses for the certification letter and the annual report are as follows:~~

~~The Honorable Ken Pruitt, President~~
~~The Florida Senate~~
~~Senate Office Building, Room 312~~
~~404 South Monroe Street~~
~~Tallahassee, FL 32399~~

~~The Honorable Marco Rubio, Speaker~~
~~Florida House of Representatives~~
~~420 The Capital~~
~~402 South Monroe Street~~
~~Tallahassee, FL 32399~~

~~The Executive Office of the Governor~~
~~PL 05, The Capitol~~
~~400 South Monroe Street~~
~~Tallahassee, FL 32399~~

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