



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Special Call
Regular Commission Meeting
Tuesday, September 10, 2013,
Immediately Following the
First Public Hearing
On the Budget
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Presentation of a Plaque by Thomas L. Twyford, Jr./President, Palm Beach County Fishing Foundation to the Town of Lake Park

Tab 1

D. PUBLIC COMMENT:

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

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

2. Budget Workshop Meeting Minutes of August 13, 2013 Tab 2
3. Regular Commission Meeting Minutes of August 21, 2013 Tab 3
4. Commission Workshop Meeting Minutes of August 26, 2013 Tab 4
5. Extension of Landscape Maintenance Agreement with Chris Wayne & Associates, Inc. for the Lake Park Harbor Marina Tab 5

F. **OLD BUSINESS:**
None

G. **PUBLIC HEARINGS – ORDINANCE ON SECOND READING:**

6. Ordinance No. 11-2013 Text Amendment to Section 78-111 (B)(1) of the Town of Lake Park Code of Ordinances to Create a Maximum Front Yard Fence Height of Six Feet for Multi-Family Structures Greater than Three Stories with Parking Areas Facing the Street

Tab 6

APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-111(B)(1) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO CREATE A MAXIMUM FRONT YARD FENCE HEIGHT OF SIX FEET FOR MULTI-FAMILY STRUCTURES GREATER THAN THREE STORIES WITH PARKING AREAS FACING THE STREET

7. Ordinance No. 12-2013 Text Amendment Section 78-184 of the Town of Lake Park Code of Ordinances to add a Certified Mail Requirement and Submittal Requirements for Special Exception Use Applications

Tab 7

APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-184 OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO ADD A CERTIFIED MAIL REQUIREMENT AND SUBMITTAL REQUIREMENTS FOR SPECIAL EXCEPTION USE APPLICATIONS

8. Ordinance No. 13-2013 Text Amendment to Section 78-144 of the Town of Lake Park Code of Ordinances to Create Language Relating to Cross Access and Joint Access

Tab 8

APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-144 OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO CREATE LANGUAGE RELATING TO CROSS ACCESS AND JOINT ACCESS

H. **NEW BUSINESS:**

9. Approving Commissioner Rapoza's Use of Town Stationary Tab 9
10. Resolution No. 28-09-13 Authorizing the Town Manager to Renew for FY 2014 Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability, and Employment

Practices Liability, Automobile Liability, and Workers' Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust

Tab 10

11. **Resolution No. 29-09-13 Authorizing the Town Manager to Obtain for Fiscal Year 2014 Medical Insurance Coverage through Florida Blue; to Renew for Fiscal Year 2014 MetLife Dental Insurance; to Renew for Fiscal Year 2014 the Lincoln Financial Group Employee Life, Short-Term Disability, and Long-Term Disability Insurance; and, to Renew for Fiscal Year 2014 the Contract with The Center for Family Services of Palm Beach County, Inc. for an Employee Assistance Program for Town Employees** **Tab 11**
12. **Resolution No. 30-09-13 Authorize the Town Manager to Execute the Letter Agreement with the International City/County Management Association Retirement Corporation in Order to Establish a Vantagepoint Payroll Deduction Roth Individual Retirement Account for Town Employees** **Tab 12**
13. **Award of Contract for Lake Park Harbor Marina Seawall Joint Sealing-Demonstration (Filter Fabric Retro-Fit), Bid 102- 2013 to Palmwood Corporation** **Tab 13**
14. **Authorizing the Mayor to Execute the Ninth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the Period Beginning October 1, 2013 through September 30, 2014** **Tab 14**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, September 18, 2013

**Special
Presentations/
Reports**

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

Agenda Item No. Tab 1

Agenda Title: Presentation of a Plaque by Thomas L. Twyford, Jr. President, Palm Beach County Fishing Foundation, to the Town of Lake Park

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

Approved by Town Manager [Signature] Date: 8/19/13

James C. Hart/Marina Director [Signature]

Name/Title

Table with 3 columns: Originating Department, Costs, Attachments, Advertised, and notification status.

Summary Explanation/Background:

Thomas L. Twyford, Jr. who is the President of the Palm Beach County Fishing Foundation will present a plaque to the Town Commission in appreciation for the Town's hosting of the 2013 Kids Fishing Days held at the Lake Park Harbor Marina.

Recommended Motion: No action necessary.

Consent Agenda

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

Agenda Item No. *Tab 2*

Agenda Title: Commission Budget Workshop Minutes of August 13, 2013

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

Approved by Town Manager *[Signature]* **Date:** *8/22/13*

Shari Canada, CMC, Deputy Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Minutes Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>sc</i> Please initial one.

Summary Explanation/Background:

Recommended Motion: To approve the Commission Budget Workshop Minutes of August 13, 2013.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Town Commission
Budget Meeting
Tuesday, August 13, 2013, 6:30 P.M.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
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Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
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- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **DISCUSSION**
 - 1. Commission Discussion of the Presented Preliminary Fiscal Year Tab 1
2013/2014 Budget
- D. **PUBLIC COMMENT**

This time is provided for audience members to address items related to the **Fiscal Year 2013/2014 Budget**. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a **TOTAL** of three minutes.
- E. **ADJOURNMENT**

Next Scheduled Regular Commission Meeting will be held on Wednesday, August 21, 2013



Minutes
Town of Lake Park, Florida
Commission Budget Meeting
Tuesday, August 13, 2013, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Commission Budget Meeting on Tuesday, August 13, 2013 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

C. DISCUSSION:

1. Commission Discussion of the Presented Preliminary Fiscal Year 2013/2014 Budget

Town Manager Sugerman made a presentation regarding the Preliminary Fiscal Year 2013/2014 Budget (see attached Exhibit "A").

Mayor DuBois asked which expenses were reduced.

Finance Director Blake Rane stated that the Marina Fund contractual and other expenses were analyzed and reduced the estimate. He stated that all of the numbers in the budget are estimates or mathematical extrapolations.

Town Manager Sugerman stated that the Marina Funds expenses were reduced \$16,700.

Town Manager Sugerman provided a handout regarding the employee medical insurance (see attached Exhibit "B").

Commissioner Flaherty asked if the employee cost (EE Cost) comes out of their pay.

Town Manager Sugerman stated "yes" it comes out of the employees pay.

Commissioner O'Rourke asked about the employees waiving coverage and how will "Obamacare" affect these employees.

Town Manager Sugerman stated that the "Affordable Care Act" mandates that employers with fifty (50) employees or more provide coverage. The "Affordable Care Act" does not force employees to take the provided health coverage.

Commissioner O'Rourke stated that the Town has forty-four (44) employees.

Town Manager Sugerman stated that the Affordable Care Act rules are still being written so the Town is being careful but, right now staff does not believe it has an impact on the Town. He stated that the five (5) employees that are waiving the Town's provided health insurance have coverage from someone else.

Town Manager Sugerman reviewed the increase in premium to renew the current health insurance plan (see Exhibit "B", Column "B")

Mayor DuBois asked how much is the employees cost.

Town Manager Sugerman explained that each employee pays a different amount based on the coverage selected.

Finance Director Rane explained that all the rates went up 16%.

Town Manager Sugerman reviewed the different alternatives (see Exhibit "B", columns C-F).

Commissioner O'Rourke asked why the employee cost increased to 16.6% under the Florida Blue Plan.

Finance Director Rane explained that under the Florida Blue Plan the Employee + Spouse monthly premium increases is 17% over the current employee cost and the other coverages went up at different rates.

Commissioner O'Rourke asked if the employee cost would be 6% or 16%.

Town Manager Sugerman explained that the employee monthly cost would increase 16.6% over the current year.

Vice-Mayor Glas-Castro asked how much the Town pays for the employee coverage.

Town Manager Sugerman stated that the Town pays 100% for single coverage and 50% of the other kinds of coverage.

Vice-Mayor Glas-Castro asked if 50% is comparable to what other municipalities pay.

Town Manager Sugerman stated that some municipalities pay 50%, other require the employee to pay 100% above the single coverage, and the most forward thinking municipalities give employees a single dollar limit allowance to pay for whatever coverage the employee wants to pay for and the employee makes up the difference. He provided the example of giving every employee an allowance of \$700 of benefit to be used any way they see fit and for employees that waive coverage they could take the \$700 and put it into their retirement account. An employee with single coverage could take the excess and put it into a retirement account. An employee with \$1,000 of expense the Town would give them \$700 and the employee would make up the remainder. He stated that this method would equalize the benefit and that right now the Town is not providing equal benefits to employees as it relates to health insurance.

Finance Director Rane stated that the allowance would also allow the employee to purchase dental insurance, vision care, health savings account or other related expenses. It would be a big change for the Town but there is flexibility and equality.

Town Manager Sugerman stated that the selection of the employee health insurance plan will be on the September 10, 2013 Special Call Commission Agenda.

Mayor DuBois asked how the employees receive the concept of having a choice of having a higher deductible or higher with holding from their pay.

Town Manager Sugerman stated that the employees have not been polled because the final numbers came on Monday, August 12, 2013.

Mayor DuBois asked how the employee union contract negotiations are proceeding.

Town Manager Sugerman stated that the Town is waiting on the union. He explained that there are three (3) contract reopeners in the last year of the three (3) year contract.

Mayor DuBois asked if the health insurance discussion would have an effect on the negotiations.

Town Manager Sugerman stated "yes".

Commissioner O'Rourke asked what the Town Manager Sugerman's position is regarding the outsourcing of the Library.

Town Manager Sugerman stated that the proposed budget does not include any action to outsource Library Services. The proposed budget keeps the Library Services and staff as it is currently. He stated that the concept of outsourcing the Library Services was an option that he felt compelled to share with the Commission for consideration.

Commissioner O'Rourke asked if it would be Town Manager Sugerman's recommendation to outsource Library Services.

Town Manager Sugerman stated that options like that are always valuable to look at. He did look at this option and met with a company that provides privatization of Library Services. He stated that the proposed budget takes no action to privatize Library Services and he would not take it from the table for consideration in future years.

Commissioner O'Rourke stated that he received feedback from residents regarding Town Manager Sugerman's comment about the Commission considering changes to the Recreation Program. He stated that the Recreation budget is approximately \$157,000 and asked if it could be reduced for one (1) year.

Town Manager Sugerman stated that the proposed budget for Recreation is \$184,847 to continue the Recreation program the same as this year. He stated that if a cost benefit analysis is done on what the Town is getting for the \$184,000 the benefit is not there for

the cost. He stated that staff is working as hard as it can to provide recreational programming and the community is not being responsive to how the Town is spending these funds.

Commissioner O'Rourke asked what the Town is getting for the expenditure.

Town Manager Sugerman stated that the Town is not getting a lot. He stated that the Recreation Program includes bingo, bus trips, tennis program, lacrosse program and some special events. The other organized sports other than tennis and lacrosse have failed. He stated that the bus trips and bingo have not worked out well. He stated that the Town has set up contracts with outside organizations to set up organized sports leagues and the community has not responded to participate in the programs. He stated he does not know why it is not working. He stated based on his conversations with Recreation Director Kathleen Carroll that the Town may be better suited for a special events focus. He stated that the special events that the Town has put on or participated in have been successful. He stated that of the \$184,000 budgeted 105,000 is staffing, \$24,000 is lighting of the ball field, irrigating the grass that is not used, and \$11,160 is for insurance.

Commissioner O'Rourke does not want to give up on having a Recreation Program but, he is looking at other avenues to make it happen and that is a future option. He asked if there is some budget savings that the Town can find through the Recreation Department with recreation program that are effective or efficient.

Town Manager Sugerman stated that recreation program fixed costs are \$90,000.

Commissioner O'Rourke asked if the number of special events done by the Town and the amount of staff in the Recreation Department were reduce would it result in savings.

Town Manager Sugerman stated that most of the staff is related to the Summer Camp program. He stated the Town takes in \$10,000 for the Summer Camp and cost \$30,000.

Commissioner O'Rourke asked if that is an effective program.

Town Manager Sugerman stated that based on cost benefit analysis it is not an effective program.

Commissioner O'Rourke stated that the reason he is asking these questions is because the Town had \$20,000 is disposable revenue this year and that is unacceptable.

Town Manager Sugerman stated that Town is right at the edge.

Commissioner O'Rourke stated that one emergency and the Town is in trouble and he does not want to be in that position.

Town Manager Sugerman agreed.

Mayor DuBois stated that he disagrees on the Summer Camp program. He suggested that the Commission consider it a policy to put \$20,000 of Town money towards the

betterment of twenty-five (25) kids in the community. He stated from his point of view he would take that as a tax payer and contribute to it if he had a choice. He stated that the ball field carries an operating cost of approximately \$50,000 annually and that cannot be undone and that he is not sure it is a good idea to abandon an asset.

Town Manager Sugerman stated that the fixed cost in the Recreation budget is \$78,000 even if the Town did not run a recreation program.

Mayor DuBois stated that he did not see a change in the budget towards a special events based program and asked if he missed something.

Town Manager Sugerman stated that the Recreation budget was structured to repeat what we did last year.

Mayor DuBois asked if staff knew how the recreation program would be restructured. He stated that there is not a lot of fat to cut in the Recreation budget.

Town Manager Sugerman stated that the "meat ax" to the Recreation budget would cut personnel.

Commissioner O'Rourke stated that Recreation Director Carroll handles more than Recreation and that one of the successful things that she is doing is rentals of Town facilities. He stated that the rental program was restructured and that it is his understanding that the Town is getting more rentals and more revenue from rentals.

Town Manager Sugerman stated that Commissioner O'Rourke is correct regarding the rentals and that the current budget would allow that to continue.

Mayor DuBois asked if the Recreation Department returns some of the rental administration or rental revenue back to the Recreation Department and what departments share in the benefit of Recreation Departments Directorship of revenue generation through rentals.

Town Manager Sugerman stated that all rental revenues go into the General Fund. He explained the revenues generated by the Recreation Department.

Mayor DuBois stated the revenue brought in by the Recreation Department is approximately \$70,000. He stated that the salary are approximately \$105,000, the fixed cost is approximately \$85,000 and the revenue is approximately \$70,000. He stated that the Department is not without revenue completely.

Commissioner O'Rourke stated that the concept he wants to go to is one where the Town would contract what it is doing and he does not see that as a permanent direction for the Town. He stated that revenue is increasing in the Marina and in Recreation rentals and he thinks next year there will be a discussion regarding parking meters. He stated that there are things that are happening slowly that is going to have to be the path that the Town takes but, he is not suggesting that at some point the Town cannot reach out to the

community and provide the programs. He suggested that the recreation programs be offered by outside not-for-profit organizations.

Mayor DuBois stated that from his knowledge Recreation Director Carroll has been having a hard time getting kids and parents involved.

Vice-Mayor Glas-Castro stated that from her experience with the Youth Athletic Association (YAA), which is volunteer based, they did not have enough volunteers to be coaches and referees to have an organized league amongst ourselves. She stated that they were charging \$25 per child, several years ago, and the families in Lake Park could not afford that. She explained that \$11 of it was insurance and the remainder was for uniforms and other equipment. She stated that the YAA charges \$90 per child now and does not see how the Lake Park families could afford it.

Commissioner O'Rourke stated that he understood the concern, but those organizations come from more affluent areas which offer scholarships and discount to membership that need it. He thinks that options are out there and they would want something in return such as use of the Town fields for a fee to expand their program. He suggested that for now that the Town should focus on getting the Town finances together and to put on hold a Youth's Recreation program.

Mayor DuBois asked what changes are recommended for the 2013/2014 budget, should program oriented funds be changed to event oriented funds and does staff believe that events will be supported.

Town Manager Sugerman stated that based on conversations with Recreation Director Carroll, she thinks that events could be supported and that she would like to do program oriented around events. However, he has not crafted the budget to say that the Recreation program will be shifted to an event based operation. He explained that it can be done because it is a management/administrative function and not a policy thing. He explained that the policy is to provide \$184,000 in fund with the staffing that is in the budget. How it is programmed can be rolled out throughout the year and ideas can be brought to the Commission and if the idea is supported it can be implemented.

Commissioner Rapoza stated that regarding the recreation program that she would like to utilize what the Town already has such as better utilization of the tennis courts. She stated that the Town also has to examine how much is being given away for free. The Town needs to play to the majority of the population regarding events and sports programming.

Commissioner Flaherty asked about the \$50 in revenue for the tree lighting ceremony.

Finance Director Rane stated that the Town received \$50 in donations for the tree lighting ceremony.

Mayor DuBois stated that there may have been direct donations such as Kiwanis having a table of free drinks and other non-cash donations.

Town Manager Sugerman stated that the budget reflects the cash received not in kind donations.

Commissioner Flaherty asked about the line item Recreation – Security on page four (4) of the budget.

Finance Director Rane stated that when events require security, such as alcohol at the event, the Town charges the person running the event for the security and then the Town pays for the security. It is basically a wash.

Commissioner Flaherty asked about the line item Recreation – Car Show also on page four (4) and where the events occurs.

Town Manager Sugerman explained that it is the Car Show at Kelsey Park put on by the Veterans. He stated that the actual line of \$1,328 were cash donations.

Commissioner Flaherty asked what is the Code Violations – CIB Fund (20%) line item also on page four (4).

Town Manager Sugerman stated that when there is a code violation and a fine has to be paid 20% of the fine goes into the fund. This is a beautification fund.

Commissioner Flaherty asked when can the Town negotiate the contract with the Palm Beach County Sheriff's Office (PBSO).

Town Manager Sugerman stated that the Town can negotiate at any time, but the negotiations are to continue the contract or terminate the contract. In order to terminate the contract this next year the Town would have to take action by March 31, 2014. The contract with PBSO specifies that the rent for the PBSO substation is \$10 per month.

Commissioner O'Rourke asked if the Town could enter into an interlocal agreement with a neighboring municipality to provide Law Enforcement Services.

Town Manager Sugerman stated "yes" and explained to do that the Town would put together a Request for Proposals (RFP) and send it to the adjacent municipalities with Law Enforcement Services then wait for responses. He stated that process was done last year at this time and the response from all the neighboring municipalities was "thanks but no thanks".

Commissioner Flaherty suggested reviewing the other contract that PBSO has with other municipalities.

Town Manager Sugerman stated that he reviewed the other contracts last year.

Commissioner Flaherty asked about the Reimbursement – PBSO Fuel line item on page five (5) of the budget.

Town Manager Sugerman stated that this line item is basically a wash. He stated that whatever PBSO uses they pay the Town for, but it turns out that they have found a better deal so they are not buying much fuel from the Town.

Commissioner Flaherty asked about the two (2) line items labeled Transfer from CRA Fund – ILA (Interlocal Agreement) on page six (6) of the budget.

Town Manager Sugerman stated that those line items are debt service.

Commissioner Flaherty asked what the parenthesis mean on page seven (7) of the budget.

Town Manager Sugerman explained that parenthesis is on revenue it is a negative number and if it appears on expenditure, it is a positive number.

Commissioner Flaherty asked about the Promotional Activity line item on page nine (9) of the budget.

Town Manager Sugerman explained that it is the line item for the annual recognition dinner for volunteers, and the Commission suggested program leaflets and flyers.

Mayor DuBois asked how much it would increase the line item to include other organizations that work with-in the Town such as the Lake Park Crime Watch.

Town Manager Sugerman explained that the dinner was \$60 per person and there are other expenses which make it about \$75 per person. He stated that he made the unilateral decision, due to the limited budget, that the event was limited to just those who were on existing Town Boards and the Task Force and not include the outside groups. He stated that if the Commission wants to expand the event the budget would need to be increased.

Mayor DuBois suggested getting sponsors for the event.

Commissioner Flaherty asked about Equipment Leases line item on page fifteen (15) of the budget.

Town Manager Sugerman explained that each department was paying for its own copy machine and now the Town has centralized equipment. He stated that in the department where the centralization has taken place the expense has increased.

Commissioner Flaherty asked about the 38% share with the Recreation Department of the Administrative Secretary on page twenty-one (21) of the budget.

Town Manager Sugerman explained that the general fund is a pot that all of the revenue goes into and all of the expenses come out of. The Town does not have recreation fees that cover Recreation wages. He explained that the Administrative Secretary is paid 100% from the General Fund, but for accounting purposes 38% of her time is tied back to Recreation duties. He stated that there is no opportunity to save money there; it is just an accounting function used to track employees time.

Commissioner Flaherty asked about the 5% Temporary Assignment Pay on page 24 of the budget.

Town Manager Sugerman stated that the Human Resources Director has the responsibility of reviewing all agenda request forms that come in and has the first editorial opportunity and does a considerable amount of review, writing and work before it comes to him.

Commissioner Flaherty asked if that should be turned into a long term assignment.

Town Manager Sugerman explained that it was an assignment made before he was chosen as Town Manager and he is continuing the assignment and if in the future he wants to take on chasing down the agenda request forms he can take the 5% assignment pay away but at this point it is worth it to leave it.

Commissioner Flaherty asked about the Regular Salaries line item on page thirty (30) of the budget.

Town Manager Sugerman stated that on page thirty-two (32) it provides the detail and the base salary for the Deputy Town Clerk position as \$37,003 and that he does not know why the budget line item for Regular Salaries on page thirty (30) has \$34,632. He stated that Finance Director Rane will find out and report back to the Commission.

Commissioner Flaherty asked if the future EOC (Emergency Operations Center) Disaster Recovery site on page thirty-eight (38) is included in the budget.

Town Manager Sugerman stated that it was requested, but is not included in the budget.

Commissioner Flaherty asked if the EOC site was included in the budget where would it be located.

Town Manager Sugerman stated the EOC site budget would be located at Fire Station 68 on Park Avenue.

Commissioner Flaherty asked if that location was chosen because of the fiber optics that are located there.

Town Manager Sugerman stated "yes".

Commissioner Flaherty asked if that would be a location for water, food and shelter.

Town Manager Sugerman stated "no" that the Town will not be providing water, food or shelter to residents. He explained that Palm Beach County has distribution sites and that Lake Park does not have a parcel of land where Palm Beach County can set up a distribution site.

Mayor DuBois asked if there is a shelter site in the Town.

Town Manager Sugerman stated “no” and explained that Palm Beach County has approximately eighteen (18) designated shelter sites but there is not one located in the Town.

Commissioner Flaherty asked about bundling the phone and DSL into a package from one company instead of multiple companies providing the service, the line items are on page forty-three (43) of the budget.

Town Manager Sugerman suggested that Commissioner Flaherty set up an appointment through his office to meeting with himself and Chief Information Technology Officer Hoa Hoang.

Commissioner Flaherty asked about the Dunbar Armored Car Service line item on page fifty-one (51) and how many times a month is the service provided.

Town Manager Sugerman stated that they come three (3) times a week.

Commissioner Flaherty asked about Utilities line item on page eighty (80) of the budget.

Town Manager Sugerman explained that the line item includes all Town buildings and is for lights, water and sewer.

Commissioner Flaherty asked if that includes the PBSO Substation.

Town Manager Sugerman stated “yes”.

Commissioner Flaherty asked about the Park Meters on page eighty-eight (88) and asked if the estimates include the new parking lot area at the Marina.

Finance Director Rane stated that the Marina Fund line does account for that, but the estimates are very conservative.

Vice-Mayor Glas-Castro stated that she is not a fan of the parking meters at the park and if there is not consensus to scrap the parking meters at the park, she suggested that a parking permit program be put into place.

Mayor DuBois asked if the revenue generated from the parking permit program be put towards the parking meter line item.

Town Manager Sugerman stated that the first questions would be will the same amount of revenue be generated and how would be the parking permit program be enforced.

Commissioner Flaherty stated that residents are not using the park because of a fear of receiving a \$25 parking ticket. He suggested that if there was a resident only parking pass for a set fee for the year it would get residents back to the park.

Commissioner Rapoza suggested instead of a sticker that a placard that hangs from the mirror be used.

Town Manager Sugerman stated that the hanging placard could be an issue of that one placard is purchased and shared by many people whereas a sticker is more effective. The stickers can be expensive as they need to be replaced every year. He stated that the Town has many stickers from 2006 and that the decal program has not work in the Town in the past.

Commissioner O'Rourke asked if the parking permit program was going to be added as a Commission agenda item.

Town Manager Sugerman stated that he has no intention to do so.

Commissioner Rapoza suggested a workshop discussion on the item.

Commissioner O'Rourke stated that he thinks the entire Commission is interested in coming up with a plan for a parking permit program.

Mayor DuBois asked about the annual pass for parking at the Marina.

Town Manager Sugerman stated that there is no annual pass for parking at the Marina. He explained that the Commission directed him to contact the County to see if the County would be flexible on the Interlocal Agreement before making any modifications to the parking at the Marina and the County has not been responsive.

Mayor DuBois asked if an annual parking permit would generate any money.

Town Manager Sugerman stated that it may and the Marina Task Force has considerable debate on whether people will buy annual parking permits for the Marina.

The Commission reached consensus to direct staff to bring forward for Commission consideration of an Annual Marina Parking Permit Pilot Program.

Town Manager Sugerman stated that it will be on the September 10, 2013 Commission meeting.

Commissioner Rapoza asked what is the fee for the parking permit.

Mayor DuBois suggested a flat \$100 annual parking permit fee for the Marina.

Commissioner Flaherty asked about the Recreation Initiatives not included in the budget on page 109 of the budget. He asked if the installation of an artificial turf was still on the table and would it generate revenue for the Town.

Town Manager Sugerman explained that in the chart on page 109 that the far right column is the cost to the Town on the second to right column is revenue to the Town. It would cost the Town \$200,000 to install artificial turf field and that the revenue would be the rental fee.

Commissioner Flaherty asked if Community Development Block Grant (CDBG) funds could be used for the ball fields.

Town Manager Sugerman stated that it is a possibility and that he thinks that the Town will receive \$60,000 in CDBG funds in 2013/2014 Fiscal Year and the funds cannot be used for maintenance the money has to be used for reconstruction.

Commissioner Flaherty asked about the Administrative Fee line item on page 146 of the budget.

Town Manager Sugerman explained that the General Fund has taken an administrative fee from the Marina every year and has put the Marina further into debt. He stated that he and Finance Director Rane decided to do true cost accounting and decided not to take an administrative fee from the Marina to support the General Fund in the 2013/2014 budget. He explained that \$52,000 will go from the General Fund to the Marina Fund in the upcoming year.

Finance Director Rane explained that this is an attempt to provide the true cost of the Marina.

Commissioner Flaherty asked what would happen if the administrative fee from the Marina Fund to the General Fund continued.

Finance Director Rane explained that it would drive the debit higher in the Marina Fund.

Commissioner Flaherty asked about the Bank Charges/Admin Fees line items on page 147 of the budget . He stated that it is a lot of money.

Town Manager Sugerman stated that the fees are high because most of the boaters that transact business at the Marina use credit cards and the Town pays either 3, 4, or 5% for each transaction. He stated that staff is currently in negotiations with a local banker to consider modifying the Town's merchant services. He stated that it would be difficult to not take credit cards at the Marina as it is the cost of doing business.

Commissioner Flaherty asked about the Administrative Fees line item on page 157 of the budget.

Town Manager Sugerman explained that there is an administrative fee charged to the Stormwater Utility Fund. The administrative fee goes into the General Fund to pay a portion of the salaries of those employees that administer the stormwater utility.

Commissioner Flaherty asked about the Administrative Fees line item on page 168 of the budget.

Town Manager Sugerman explained that Sanitation Fund cannot afford to support the General Fund as it has in the past. A decision was made to give the Commission true cost accounting and the administrative fee in the Sanitation Fund has been reduced which means there is less revenue to the General Fund.

Commissioner Flaherty asked if the amount of the Administrative Fee remained the same would that put the Sanitation Fund in the negative.

Town Manager Sugerman stated "yes".

Vice-Mayor Glas-Castro stated that she does not think the Town can support another full time Planner this year at a \$20,000 cost. She stated that the Town is just getting into the planning for the Western area and the Federal Highway Corridor. She suggested that it be put off until next year. She stated that her other concern is with not funding the overhaul of the garbage trucks. She is concern that if trucks start breaking down that garbage will be left curbside and the conditions will be unaesthetic. She thinks that putting capital outlay into the maintenance of the garbage trucks would go a long way to make sure the Town has curbside appeal.

Commissioner O'Rourke asked if the \$20,000 line item for the full time Planner was in the budget.

Town Manager Sugerman stated that it is in the proposed budget.

Commissioner O'Rourke asked what the cost is to get new equipment.

Town Manager Sugerman stated that the original proposal was not for new equipment but was for refurbishment of two (2) trucks at \$45,000 each, the total cost being \$90,000.

Finance Director Rane stated that the garbage trucks are in the Sanitation Fund and the \$90,000 was not available in the Sanitation Fund to balance that Fund. He stated that the Planner is in the General Fund. The Funds cannot be mixed and matched.

Commissioner O'Rourke stated that he thinks that Vice-Mayor Glas-Castro has made an important suggestion and that he does not want to see garbage left curbside in the Town because a truck has broken down.

Town Manager Sugerman stated that he has made a professional judgment that the Town can wait one (1) year before something has to be done with the sanitation trucks. He stated that on the other hand the Sanitation Fund is an enterprise fund and if the Commission wants to get additional revenue for the Sanitation Fund to cover capital expenses there are two (2) sources. One source is adjusting sanitation fees for that capital expenses. The second source is the General Funds subsidizing the Sanitation Fund via taxes.

Vice-Mayor Glas-Castro stated that she has questioned residents whether they want to keep paying for recreation services even if they are operating at a deficit and that a few residents have told her "yes". She has not heard from what she would consider a majority of residents. She stated that her other big thing was the parking meters and offering a parking permit for the Kelsey Park area.

Commissioner Rapoza asked how long has it been since the Town has made a match to the employee 457-pension fund. She asked how many employees contribute to their 457-pension fund.

Town Manager Sugerman explained that employees can make voluntary contributions to the 457 plan on their own but the Town match has not occurred in the last three (3) years.

Finance Director Rane stated that an assumption was made that if the match was offered more people would contribute to the 457-pension fund. He explained that the Town would match half of the first 5% of an employee contribution. He stated that the Town has a pension fund, separate from the 457 plan that the Town contributes 5% for every employee. This is an enhancement to get employees to contribute to the plan.

Commissioner Rapoza asked if staff thinks that employees will contribute to the plan.

Finance Director Rane believes that if the Commission decides to fund that 2.5% that more employees would contribute to the 457-pension plan.

Commissioner Rapoza asked if the Planners current work load warranty the additional hours from part-time to full-time.

Town Manager Sugerman stated that the Town is receiving more applications and development is picking up. He explained that the Planner is the first line of review for development applications. More importantly the Town is going to be getting more aggressive on development in the western and eastern corridors of Town. There will be a charrette for the Federal Highway Corridor on Saturday, September 28, 2013 and the Commission Workshop on western development will be on Monday, August 26, 2013 and that will trigger a significant amount of work.

Commissioner Rapoza asked about the Deputy Manager position.

Town Manager Sugerman explained that this is a 5% assignment pay, which would include additional workload for the Town Clerk. The new job description will be on the August 21, 2013 Commission meeting agenda for Commission review and consideration.

Commissioner Flaherty asked if there are more funds in the unrestricted reserves.

Town Manager Sugerman explained that the number will be unknown until the annual audit is concluded.

Commissioner Flaherty asked if the Commission stays at the 8.5 mills, would there be an additional \$64,110.

Town Manager Sugerman explained that at the current 8.5 mills, the proposed budget would be short \$159,084.

Commissioner Flaherty asked if that is because of the increase in Police and Fire Services.

Town Manager Sugerman stated “yes”.

Commissioner Flaherty stated that he did some calculations (see attached Exhibit “C”).

Town Manager Sugerman explained that the millage can be kept at 8.5 mills by removing all the recommended initiatives including eliminating the Recreation Department. He stated that on the handout from Commissioner Flaherty the revenues are being double-counted because staff has already included the revenues in the proposed budget.

Mayor DuBois suggested that Commissioner Flaherty continue to work with Town Manager Sugerman and Finance Director Rane.

Town Manager Sugerman stated that one of the suggestions is to include \$78,135 in administrative fees from the Sanitation Fund to the General Fund. In order to include the administrative fee the sanitation fees would have to be increased. He explained that the Sanitation Fund is an Enterprise Fund and only had two (2) sources either fees or the General Fund subsidies. He would be happy to continue discussion with any of the Commissioners.

Mayor DuBois stated that any of the Commissioners can meet with Town Manager Sugerman between now and the First Public Budget Hearing on September 10, 2013. He stated that in the first year that the Town has seen revenue increases there are also expense increases including health insurance, Police and Fire Services and personnel increases. He stated that the biggest hits are Police and Fire Services and health insurance and there are some requests for personnel. He stated that the burden for these increases fall to the businesses in Town because they are the highest taxpayer with no homestead exemption and typically commercial property has the highest value. He stated that the best way to shift the expenses for Police and Fire Services is to create Municipal Service Tax Units (MSTU). He suggested also including the Library. He suggested shifting the expense because the Town has hit the roof at 8.9 mills and there is no room to increase. He does not see any opportunity other than shifting on a dollar for dollar basis out of Ad Valorem and into Non-Ad Valorem assessments for these services.

Vice-Mayor Glas-Castro stated that in effect it becomes a tax increase because if Police and Fire is moved to an MSTU. The residents will get to see what they are paying for in Police and Fire Services.

Mayor DuBois thinks that changing to an MSTU for Police and Fire Services fairly redistributes the cost. He asked for the percentage contribution of commercial property to the Ad Valorem taxes.

Finance Director Rane stated that at the end of the month the Town will receive the actual taxable value by property.

Commissioner Rapoza feels that no one looks forward to making difficult decisions but understands the importance at this time of making a tough business decision. She also thinks it is important to balance the budget and to position the Town in a more financially

stable and attractive. She thinks through a cooperative effort the Town can raise additional revenue and lower the tax burden. She is looking for the Town's millage rate over the next two (2) to three (3) years to be lower and asked if that is possible.

Town Manager Sugerman provided to the Commission a chart that outlines the occupancy at the Marina (see attached Exhibit "D"). He stated that the occupancy is trending in the right direction and he believes that in a year from now the Marina operation will be profitable, the property values will be up, and there will be more revenue due to development applications. He thinks that the future for the Town looks bright. He stated that he does not know if the millage rate for next year's budget will be lower, but if these trends continue there is no reason that the millage rate cannot come down. He stated that it is his goal to lower taxes.

Mayor DuBois stated that the best way to the Ad Valorem Assessment is to break out some of the expenses into Non-Ad Valorem Assessments. He stated that is something for the Commission to consider for future years.

Commissioner O'Rourke stated that he has heard Town Manager Sugerman stated that development is increasing, the Marina occupancy is increasing, property values are increasing, rental of Town facilities are increasing, and all of these things are positive things that are happening, but there still is a recommended increase in the Millage Rate.

Town Manager Sugerman stated that when he was hired a year ago he had three (3) days to draft a budget and deliver it to the Town Commission. Finance Director Rane was hired five (5) weeks prior to that date. He explained that last year's budget was balanced at 8.5 mills and was able to decrease the millage rate slightly. He stated that for this year's budget he has had one (1) year and three (3) days to prepare the budget. He made a commitment to himself, staff and Finance Director Rane that together they would blow away all of the smoke and mirrors that have been used in the Town for many years to cover up what's going on in the General Fund. It is his fault that he has to ask for 8.9 mills because he is no longer taking money from the Sanitation Fund, Marina Fund and no longer using smoke and mirrors to present a balanced budget in the General Fund.

Mayor DuBois asked if funds were transferred in last year's budget from the Sanitation Fund to the General Fund.

Town Manager Sugerman explained that he is no longer raising rates in the Sanitation Fund in order to support the General Fund. This budget is giving the Commission true cost accounting. He stated that hundreds of thousands of dollars are no longer being moved from Enterprise Funds to cover the deficiencies in the General Fund. He thinks after this one (1) year of pain the Town will be okay going forward because the trends are in the right direction.

Commissioner O'Rourke stated that he appreciated Town Manager Sugerman's efforts.

Commissioner Rapoza stated that she appreciated Town Manager Sugerman's comments. She wants the Town seen in a better financial light and right now the Town does not have that much leeway.

PUBLIC COMMENT:

None

Mayor DuBois encouraged the Commissioners to meet with Town Manager Sugerman with comments and questions regarding the budget.

Commissioner O'Rourke stated that he will be absent from the August 21, 2013 Commission meeting.

Town Clerk Mendez distributed the August 26, 2013 Commission Workshop agenda packet.

Mayor DuBois requested that the large map of the Town be brought to the meeting and that GoogleEarth be set up and displayed on the screen for the August 26, 2013 Commission Workshop.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 9:37 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

Exhibit "A"
8/13/2013

Good evening Honorable Mayor, Vice-Mayor, Commissioners, Residents of the Town of Lake Park, and Town staff.

This is our second of two scheduled workshop meetings to go over the details of the proposed 2013-2014 annual budget for all of the funds of the Town of Lake Park. This evening I plan on sharing with you a few introductory comments, and then we will open up the floor to your questions and suggestions. Please keep in mind that this evening's meeting is not the end of the budget process. Actually, these first two meetings are informal meetings for purposes of having discussions about the budget. We will be holding two formal public hearings next month to finalize the budget before the new fiscal year begins. Our first budget public hearing will be held on Tuesday, September 10th at 6:30 pm with the final public hearing being held on Wednesday, September 25th at 6:30 pm. The new budget year begins on October 1st.

Now for a few brief updates since our first workshop meeting which we held on July 17th. On Saturday, August 3rd, the *Palm Beach Post* ran a front page story about the 2013 tax rates for 36 municipalities, four county taxing authorities, and nine other taxing agencies here in Palm Beach County. In their chart on page A10, it appeared that the Town of Lake Park had the highest millage rate of all 49 agencies appearing in that chart. Lake Park was reported as having a 2012 tax rate of 10.29 mils and a 2013 proposed tax rate of 10.64 mils. And of course, charts in the *Palm Beach Post* can always be relied upon to be completely accurate and built on a comparison of "apples to apples". While not wanting to get into a war of words with the *Palm Beach Post*, I thought it important to put their chart into some perspective.

That 10.64 mils is made up of a number of components. As can be seen from the chart on the screen, the first 3.4581 mils is the rate that Palm Beach County Fire/Rescue charges the Town for our annual fire response and ambulance response services. The second component, 5.4419 mils would make up the rest of the Commission approved General Fund millage rate if the Commission were to accept the recommended overall General Fund millage rate of 8.9000 mils. To that amount, however, one must add the final component which is the historical 1.74 mils of voter approved debt service.

But there is one additional factor that must be taken into consideration as it relates to the 5.4419 mils component of the overall rate. If one were to convert the cost of the annual Palm Beach County Sheriff's Office contract into a millage rate, it would be equal to 5.8493 mils.

And so, as proposed, the Town's 8.9000 millage rate is made up of nothing but the two contracts for Palm Beach County Fire/Rescue and the Palm Beach County Sheriff's Office, along with the voter approved debt service.

Put another way, at 8.9000 mils, the General Fund would collect \$3,539,614 in ad valorem tax revenues and spend \$4,217,620 on police and fire services alone. In essence, we spend 119% of our ad valorem revenue on police and fire services. One might ask; how is that possible? Well, it is possible because we actually spend 100% of our ad valorem tax revenue on police and fire services, and we make up the other 19% of public safety expenses on other types of revenues such as Utility Taxes, Communications Services Taxes, Franchise Fees, State Revenue Sharing, transfers in from enterprise funds, and other sources of revenue all of which can be found on pages 2-6 of your budget document.

And actually, this news is getting slightly better next year over the current year. This year, we spent 124% of our ad valorem tax revenue on police and fire services. Next year, with the slight increase in our assessed values, we will only be spending 119% of our ad valorem revenues on police and fire services.

Now for some good news since our first budget workshop meeting. We have been able to trim some of the expenses in our Marina Fund, such that the amount of money that the General Fund will need to transfer to the Marina Fund to help balance it has been reduced from a contribution of \$68,788 to a contribution of \$52,088. This helps the General Fund to the tune of \$16,700.00.

Now for some additional news (news which is actually neither good nor bad; but it is additional information which we did not have at the time of our first budget workshop meeting). We now have virtually all of our employee health insurance renewal information in hand. As you

might recall from our first budget workshop meeting, the proposed budget included an allowance for a 12% increase in employee health insurance between the current year and next year. The first renewal quote that we received from United Healthcare (our current provider) was for a 22% increase next year. That was completely unacceptable, and we sent our insurance broker packing after receiving that first renewal quote. At a subsequent renewal negotiating session, the broker came back with a renewal quote of a 16% increase. That was still unacceptable. So we have a number of alternatives for the Commission to look at and consider:

I am passing out a rather comprehensive sheet which depicts all of the alternatives for our employee health insurance going forward. I will do my best to now work through it with you.

Column A is our current plan. Please look at **Column A, Row 8**. This shows us that:

25 employees have single coverage at a cost of \$561.98/mo. to the town.

6 employees have ee + sp coverage at a cost of \$904.80 to the town and \$342.82 to ee.

4 employees have ee + ch coverage at a cost of \$792.39 to the town and \$230.41 to ee.

4 employees have family coverage at a cost of \$1,143.64 to the town & \$581.66 to ee.

5 employees have waived all insurance coverage and the Town pays nothing for them.

Therefore, in our current plan, as can be found in **Column A, Row 9**, the Town pays \$326,668.44 annually for employee health insurance and the employees who have coverage other than single coverage contribute \$63,661.80.

The United Healthcare renewal quote can be found in **Column B**. Coverage remains the same, year-over-year. If we were to renew with the exact coverage that we currently have, we would see a 16% increase in premium (remember the proposed budget has an allowance for a 12% increase). That is, in **Column B, Row 9** you will see that the renewal cost to the Town goes up to \$378,925.56 (an increase of \$52,257.12 to the Town) and the renewal cost to the employees who select coverage other than single coverage goes up to \$73,845.72, an increase of \$10,183.92 to the employees.

Now we do have some alternatives. **Column C** is with a different provider. It is with Blue Cross/Blue Shield. Please look at **Row 9**. It shows that with BC/BS we would see a 10.8% increase for the Town and a 16.6% increase for employees who chose coverage other than single.

But the difference can be found in **Rows 1, 2, 3, 4, and 6**. Some out-of-pocket expenses go up (which can be seen in red). For the most part, however, those out-of-pocket expenses that would go up do so mostly with out-of-network providers; and most of our employees do not use out-of-network providers.

Another alternative can be found in **Column D**. This plan would still be with United Healthcare, but you can see mostly in **Rows 1 and 2** that the out-of-pocket expense goes up significantly (which can be found in the red numbers). If this plan were chosen, the premium increase to the Town and to the employees, as found in **Row 9**, would only be an increase of 5.3% over the current year. Please remember, we have a budget allowance of 12%, so if the **Column D** plan were to be chosen by the Commission, this will result in a net savings to the overall budget. If the **Column D** plan were chosen, the General Fund would avoid an additional cost of \$15,151.00 and the other funds would avoid an additional cost of \$8,453.00 against the 12% allowance put into the budget.

Finally, **Columns E and F** offer a dual option plan. That is **Column E** is the same as **Column D**, the plan that only costs the Town an additional 5.3% year-over-year, but has a significant increase in out-of-pocket expenses both in network and out-of-network for employees (**Rows 1 & 2**). **Column F**, if chosen by employees, would “buy down” the out-of-pocket costs if the employee were to pay an additional premium (which can be found in **Column F, Row 8**). To buy down the out-of-pocket cost to the current renewal level, it would cost:

An employee an extra \$60.25 per month.

An employee + spouse an extra \$494.66 per month.

An employee + child an extra \$352.23 per month.

An employee with family coverage an extra \$797.31 per month.

So, that's it for my presentation this evening. As usual, your staff would be happy to answer any questions you might have.

Exhibit "B"
8/13/2013 F

E

D

C

B

A

Town of Lake Park
Medical Insurance RFP Evaluation
Effective Date: October 1, 2013

Dual Plan Option

	Current		Renewal		Alternative #1 Florida Blue Predictable Cost Plan 03769		Alternative #2 United Healthcare Choice Plus PXR-P		Base Plan (Alternate 2) United Healthcare Choice Plus PXR-P		Buy-Up Plan (Current) United Healthcare Choice Plus PXR-P w/FT	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible												
Single	\$500	\$1,000	\$500	\$1,500	\$500	\$1,500	\$2,000	\$4,000	\$2,000	\$4,000	\$500	\$1,000
Family	\$1,500	\$3,000	\$1,500	\$4,500	\$1,500	\$4,500	\$6,000	\$12,000	\$6,000	\$12,000	\$1,500	\$3,000
Out of Pocket Maximum												
Single	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000	\$4,000	\$8,000	\$4,000	\$8,000	\$3,000	\$6,000
Family	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000	\$8,000	\$16,000	\$8,000	\$16,000	\$6,000	\$12,000
Coinsurance	20%	40%	20%	50%	20%	50%	20%	40%	20%	40%	20%	40%
Office Visits												
Physician Office Visit	\$25	CYD + 40%	\$25	CYD + 50%	\$25	CYD + 50%	\$25	CYD + 40%	\$25	CYD + 40%	\$25	CYD + 40%
Specialist Visit	\$50	CYD + 40%	\$50	CYD + 50%	\$50	CYD + 50%	\$50	CYD + 40%	\$50	CYD + 40%	\$50	CYD + 40%
Preventive Services (Wellness)	No Charge	Not Covered	No Charge	50%	No Charge	50%	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Independent Clinical Lab	No Charge	CYD + 40%	No Charge	CYD + 50%	No Charge	CYD + 50%	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Advanced Imaging	\$200	CYD + 40%	\$200	CYD + 50%	\$200	CYD + 50%	\$200	CYD + 40%	\$200	CYD + 40%	\$200	CYD + 40%
Chiropractic	\$50	CYD + 40%	\$50	CYD + 50%	\$50	CYD + 50%	\$25	CYD + 40%	\$25	CYD + 40%	\$50	CYD + 40%
Urgent Care Center	\$75	CYD + 40%	\$75	CYD + 50%	\$85	CYD + 50%	\$75	CYD + 40%	\$75	CYD + 40%	\$75	CYD + 40%
Hospital												
Inpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Outpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Physician Services at Hospital	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Emergency Room Visit	\$200	\$200	\$200	\$300	\$200	\$300	\$200	\$200	\$200	\$200	\$200	\$200
Ambulance	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%
Mental Health / Substance Abuse												
Inpatient	CYD + 20%	CYD + 40%	CYD + 20%	50%	CYD + 20%	50%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Outpatient	CYD + 40%	CYD + 40%	CYD + 40%	50%	CYD + 40%	50%	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
Prescription Drugs												
Generic	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
Preferred Brand	\$35	\$35	\$35	\$50	\$35	\$50	\$35	\$35	\$35	\$35	\$35	\$35
Non Preferred Brand	\$60	\$60	\$60	\$80	\$60	\$80	\$60	\$60	\$60	\$60	\$60	\$60
Injectables / Tier 4	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Mail Order (90 day supply)	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered
Total Cost	\$561.98	\$651.88	\$561.98	\$614.93	\$561.98	\$614.93	\$591.63	\$591.63	\$591.63	\$591.63	\$651.88	\$651.88
Employee	\$1,247.61	\$1,447.19	\$1,247.61	\$1,463.52	\$1,247.61	\$1,463.52	\$1,313.43	\$1,313.43	\$1,313.43	\$1,313.43	\$1,447.19	\$1,447.19
Employee + Spouse	\$1,022.80	\$1,186.42	\$1,022.80	\$1,131.46	\$1,022.80	\$1,131.46	\$1,076.76	\$1,076.76	\$1,076.76	\$1,076.76	\$1,186.42	\$1,186.42
Employee + Child(ren)	\$1,725.29	\$2,001.28	\$1,725.29	\$1,918.56	\$1,725.29	\$1,918.56	\$1,816.32	\$1,816.32	\$1,816.32	\$1,816.32	\$2,001.28	\$2,001.28
Family												
		EE Cost		EE Cost		EE Cost		EE Cost		EE Cost		EE Cost
Employee	\$561.98	\$0.00	\$561.98	\$0.00	\$561.98	\$0.00	\$591.63	\$0.00	\$591.63	\$0.00	\$591.63	\$0.00
Employee + Spouse	\$904.80	\$342.82	\$1,049.54	\$424.30	\$952.53	\$360.90	\$952.53	\$360.90	\$952.53	\$360.90	\$952.53	\$360.90
Employee + Child(ren)	\$792.39	\$230.41	\$919.15	\$258.27	\$834.20	\$242.57	\$834.20	\$242.57	\$834.20	\$242.57	\$834.20	\$242.57
Family	\$1,143.64	\$581.66	\$1,326.58	\$674.70	\$1,266.75	\$651.82	\$1,203.98	\$612.35	\$1,203.98	\$612.35	\$1,203.98	\$612.35
Employee's Waiting												
Monthly Premium	\$27,222.37	\$5,305.15	\$31,577.13	\$6,186.09	\$30,168.36	\$6,186.09	\$28,658.61	\$5,585.04	\$28,658.61	\$5,585.04	\$28,658.61	\$5,585.04
Annual Premium	\$326,669.44	\$63,561.80	\$378,925.56	\$74,235.08	\$362,020.32	\$74,235.08	\$343,903.32	\$67,020.48	\$343,903.32	\$67,020.48	\$343,903.32	\$67,020.48
% Increase	N/A	N/A	\$52,257.12	\$10,571.28	\$35,351.88	\$10,571.28	\$17,234.88	\$3,358.68	\$17,234.88	\$3,358.68	\$17,234.88	\$3,358.68
% Increase	N/A	16.0%	16.0%	10.8%	10.8%	16.6%	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%

*Initial offer 10.72% increase

*Initial offer 17.61% increase

*Initial offer 22.00% increase

* Total insured employees
** Total eligible (full-time) employees

Exhibit "C"
8/13/2013

Revenues

64,110.00 property values increasing
70,648.00 unrestricted reserves
= 134,758.00

Revenues going out

-51,574.00 police
-59,529.00 fire rescue
-68,788.00 marina decencies
-43,680.00 insurance increases
= 223,571.00

134,758.00-223,571.00 = 88,813.00

Denied TM Suggestions and request equals

2,875.00 5% increase
20,275.00 matching contributions
35,664.00 full time employee
20,000.00 computer upgrades
= 78,814.00

~~Still in need of funds~~

~~=144,757.00~~

78,135.00 admin fees sanitation (Can we put these back in place)

Adjust the budget and make changes to:

-20,000.00 attorney fees
-10,000.00 off recreation expenses
+1,000.00a month x 12 = +12,000.00facilities rental from sheriff
-2,500.00 commission travel and training
-1,937.00 admin manager assistant 5% pay
-2,972.00 human resource 5% pay
-2,375.00 town clerk regular salaries increase?

48,029.00

Dale Sugerman

From: James Hart
Sent: Tuesday, August 06, 2013 2:29 PM
To: Dale Sugerman
Subject: FYI - Occupancy

Exhibit "D"
8/13/2013

Occupancy FY: 2012/2013 Monthly Average (%)



James C. Hart, C.M.M.
Marina Director
Lake Park Harbor Marina
105 Lakeshore Drive
Lake Park, FL 33403
PH: 561-881-3353
Fax: 561-881-3355
jhart@lakeparkflorida.gov

TAB 3



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 21, 2013,
Immediately Following the
Special Call CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

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

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

1. Regular Commission Meeting Minutes of August 7, 2013 Tab 1
2. Resolution No. 20-08-13 Support of the All Aboard Florida Project Effort to Install Fiber Optic Cable for Public Use in the Florida East Coast Rail Corridor. Tab 2
3. Award of Budgeted Sidewalk Replacement Contract Tab 3
4. Rescheduling the Regular Commission Meeting of September 4, 2013 to Tuesday, September 10, 2013 immediately following the First Public Hearing on the Budget Tab 4

F. **OLD BUSINESS:**
None

G. **PUBLIC HEARINGS - ORDINANCES ON FIRST READING:**

5. Ordinance No. 11-2013 Text Amendment to Section 78-111 Changing the Fence Height Requirements Tab 5
APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-111(B)(1) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO CREATE A MAXIMUM FRONT YARD FENCE HEIGHT OF SIX FEET FOR MULTI-FAMILY STRUCTURES GREATER THAN THREE STORIES WITH PARKING AREAS FACING THE STREET

6. Ordinance No. 12-2013 Text Amendment Section 78-184 Special Exception Notice and Submittal Requirements Tab 6
APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-184 OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO ADD A CERTIFIED MAIL REQUIREMENT AND SUBMITTAL REQUIREMENTS FOR SPECIAL EXCEPTION USE APPLICATIONS

7. Ordinance No. 13-2013 Text Amendment to Section 78-144 to Create Cross and Joint Access Tab 7
APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-144 OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO CREATE LANGUAGE RELATING TO CROSS ACCESS AND JOINT ACCESS

H. **PUBLIC HEARINGS -- ORDINANCE ON SECOND READING:**

8. Ordinance No. 10-2013 Changing the Board Appointment Process Tab 8
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV, DIVISION 1, SECTION 2-112 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, PERTAINING TO THE APPOINTMENT OF MEMBERS TO TOWN BOARDS AND COMMITTEES; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

- I. **PUBLIC HEARING – QUASI-JUDICIAL HEARING:**
9. Resolution No. 21-08-13 Special Exception Application for the Approval of an Animal Service Establishment at 524 Northlake Blvd. Tab 9

- J. **NEW BUSINESS:**
10. Resolution No. 22-08-13 To Amend the Town of Lake Park Uniform Classification System to Revise the Job Description for the Position of Town Clerk; to Revise the Job Description for the Positions of Equipment Operator II, Equipment Operator III, Maintenance Worker II, Mechanic II, Foreman, Vehicle Maintenance Foreman in the Public Works Department; and to Create the New Job Description of Accountant I, Accountant II, and Accountant III in the Finance Department Tab 10

11. Resolution No. 23-08-13 Restricting the Unspent Legal Settlement Proceeds from the Marina Lawsuit and Designating these Funds for the Repair of the Seawall. Tab 11

12. Award of Contract for Lake Park Harbor Marina Seawall Joint Sealing-Demonstration (Chemical Grouting), RFP No. 103-2013 to Stable Soils of Florida Tab 12

13. Resolution 24-08-13 Appointing a Commissioner to the Audit Committee and Authorizing the Town Manager to Identify and Appoint Two Independent Volunteers to the Committee Tab 13

- K. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

- L. **ADJOURNMENT**

Next Scheduled Special Call Commission Meeting will be held on TUESDAY, September 10, 2013



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 21, 2013, 6:47 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, August 21, 2013 at 6:47 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty and Kathleen Rapoza, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call with Commissioner Michael O'Rourke absent.

Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

None

CONSENT AGENDA:

1. **Regular Commission Meeting Minutes of August 7, 2013**
2. **Resolution No. 20-08-13 Support of the All Aboard Florida Project Effort to Install Fiber Optic Cable for Public Use in the Florida East Coast Rail Corridor**
3. **Award of Budgeted Sidewalk Replacement Contract**
4. **Rescheduling the Regular Commission Meeting of September 4, 2013 to Tuesday, September 10, 2013 immediately following the First Public Hearing on the Budget**

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

Vote on Motion:

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

Motion passed 4-0.

PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

5. Ordinance No. 11-2013 Text Amendment to Section 78-111 Changing the Fence Height Requirements

Town Manager Sugerman and Community Development Department Director Nadia DiTommaso explained the item (see attached Exhibit "A").

Motion: A motion was made by Vice-Mayor Glas-Castro to adopt Ordinance 11-2013 on First Reading; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Baird read the Ordinance into the record by title only.

6. Ordinance No. 12-2013 Text Amendment Section 78-184 Special Exception Notice and Submittal Requirements

Town Manager Sugerman and Community Development Department Director DiTommaso explained the item (see attached Exhibit "B").

Vice-Mayor Glas-Castro felt that direct mail notices are important, but is not a big fan of the newspaper notice because one would have to get the newspaper to see the notice. She asked if the law allows for e-notices or posting on the Town website.

Town Manager Sugerman stated "no" the bill before the legislature regarding e-notices and posting of notices on municipal websites instead of in the newspaper failed.

Motion: A motion was made by Commissioner Flaherty to adopt Ordinance 12-2013 on First Reading; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Baird read the Ordinance into the record by title only.

7. Ordinance No. 13-2013 Text Amendment to Section 78-144 to Create Cross and Joint Access

Town Manager Sugerman and Community Development Department Director DiTommaso explained the item (see attached Exhibit “C”).

Vice-Mayor Glas-Castro felt think that the Ordinance does not go far enough. She asked if language could be included requiring that cross and joint access be provided.

Mayor DuBois stated that the Ordinance does not impose cross and/or joint access unless there is a site plan and anything less than a site plan does not improve the situation.

Attorney Baird stated that the Ordinance provides the framework to enable the Commission to impose the cross and joint access conditions on property owners.

Vice-Mayor Glas-Castro asked if the requirement for cross and/or joint access be imposed on an administrative amendment to a site plan that is determined at staff level.

Community Development Department Director DiTommaso stated “yes”.

Attorney Baird stated that the conditions can be imposed to any site plan regardless of the level of review and approval required.

Town Manager Sugerman stated that the Ordinance does permit one property owner who does not meet parking requirements to work something out with an adjacent property owner for cross and/or joint access and have their parking requirement reduced by 50%. Staff believes that this will encourage neighbors to work together now.

Commissioner Flaherty asked if the neighboring property was not willing to participate would the access be built and just not go through to the other property.

Town Manager Sugerman explained that the access would not be created, but they would have a condition on the property that if the other property came in later for site plan approval the original condition would require both properties to provide cross and/or joint access.

Motion: A motion was made by Commissioner Flaherty to adopt Ordinance 13-2013 on First Reading; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

PUBLIC HEARINGS - ORDINANCE ON SECOND READING/QUASI-JUDICIAL:

8. Ordinance No. 10-2013 Changing the Board Appointment Process

Town Manager Sugerman explained the item (see attached Exhibit “D”).

Motion: A motion was made by Commissioner Rapoza to adopt Ordinance 09-2013 on Second Reading; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Baird read the Ordinance into the record by title only.

PUBLIC HEARING - QUASI-JUDICIAL HEARING:

9. Resolution No. 21-08-13 Special Exception Application for the Approval of an Animal Service Establishment at 524 Northlake Blvd.

Mayor DuBois opened the Quasi-Judicial Hearing.

Attorney Baird polled the Commission for ex-parte communication.

Vice-Mayor Glas-Castro stated that she received an e-mail from Marie Bruno, an adjacent property owner (see attached Exhibit “E”).

Mayor DuBois stated that he received an e-mail from Marie Bruno and replied that he received the e-mail with no other comment or communication.

Commissioner Flaherty and Commissioner Rapoza had no ex-parte communication.

Attorney Baird swore in the applicant, witnesses and staff.

Community Development Department Director DiTommaso explained the item (see attached Exhibit “F”).

Commissioner Rapoza asked about the dogs not being permitted outdoors after 8pm as referenced on page two (2) of the staff report.

Community Development Department Director DiTommaso stated that the 8pm timeframe was provided by the applicant and that in the conditions the outdoor area is prohibited from use during the hours of 10 pm and 7 am, which coincide with noise level restrictions.

Public Comment

None

Commission Deliberation

Vice-Mayor Glas-Castro stated that she has concerns regarding the outdoor area and making sure it is compatible with the single family residences. She asked how far the outdoor area is from the single family residences.

Community Development Department Director DiTommaso stated fifty-five (55) feet.

Vice-Mayor Glas-Castro suggested that condition three (3) states “No outdoor area shall be located within 40 feet of any adjacent residential property line” and suggested that it be changed to “No outdoor area shall be located within 55 feet of any adjacent residential property line”. In order to prevent any further encroachment on the single-family homes of the outdoor area. She stated that condition six (6) requires that a noise study be performed and that a study that would be performed by the applicant would be positive. She asked if the Town’s noise meters are calibrated and if the code enforcement officers are certified to use them.

Community Development Director DiTommaso stated that in the past the Town has used Palm Beach Sheriff’s Office (PBSO) noise meters, but that it has been a long time since last used. She stated that she would have to research if the PBSO meters would be available for the Town’s use.

Vice-Mayor Glas-Castro stated that if the Town performed the noise study it could be done randomly without the business owners being aware of when the noise study would be performed and the cost would be borne by the applicant.

Mayor DuBois stated that the monitoring companies would have professional standards that would have them make independent analysis and reporting.

Attorney Baird stated that the Town does not need a condition to impose its noise decibel levels and condition six (6) does not add anything to the equation because the study will reveal whatever it reveals during the study period. If it is revealed that the levels are being exceeded then the business owner has to take steps to provide a sound barrier. However, the way that the condition is written it is a one (1) time study. He stated that if after the study period the Town were to receive noise complaints it would be incumbent upon the Town to inspect the property and test the noise level to determine if the noise levels are being exceeded and that could result in some type of compliance action.

Commissioner Rapoza asked if the PBSO Deputies carry the decibel meters and if there is a complaint would they be able to take the measurement at the time it is happening. She suggested that a warning system could be utilized to resolve the issue.

Attorney Baird explained that the way it works in most jurisdictions is that a complaint occurs and the complaint is called into the Code Enforcement Division. The Code Enforcement Division would respond and tests the sound and if it exceeds the decibel level prescribed by Code a violation is issued. He stated that it is usually a response system. He stated that unless the complaint is received by PBSO dispatch they would have no way to know to respond.

Commissioner Rapoza asked if incessant and continual barking would be considered a nuisance.

Attorney Baird stated that he does know if incessant barking is a Code violation, it could be a nuisance depending on how loud, continuous, who's calling and what they are hearing and those are case by case basis. He stated that this condition is intended to establish at the outset what the noise level is and if there is an problem with the noise level after the study that action be taken to block or buffer the sound.

Commissioner Rapoza suggested adding language to deal with multiple noise complaints.

Mayor DuBois thinks that the study, if it is 24 hours a day seven (7) days a week for the four (4) week study period will determine if there is going to be a problem. It may be beneficial to the business owner to have to do the study showing the decibel levels throughout the day.

Attorney Baird stated that the sound barrier material could be required because of the nature of the use it is anticipated that noises will occur and it may be in the business owners best interest to install the noise barrier up front instead of waiting for complaints. It is up to the Commission to determine if to change the condition to require the noise barrier to be installed up front.

Vice-Mayor Glas-Castro suggested that the number of dogs permitted in the outdoor area be limited and specify that there has to be someone out there supervising at all times may keep the sound level down.

Attorney Baird does not think that condition six (6) is intended to address outside noise.

Mayor DuBois thinks that condition six (6) is ample to guard against any excessive noise and thought specifically that the noise would be from the outside area and did not expect that indoor barking would carry very far. His initial thought was that the condition seemed onerous on the applicant.

Vice-Mayor Glas-Castro suggested that condition six (6) not be required and that the Town would have calibrated noise detectors available in case of a complaint.

Mayor DuBois suggested that Vice-Mayor Glas-Castro's suggestion be included in the motion.

Town Manager Sugerman stated that including that the Town have noise detectors would not be required because the Town has an obligation to enforce the Code including noise decibel levels.

Vice-Mayor Glas-Castro stated that condition seven (7) requires "flushing drains which shall be connected to an approved sanitary facility" and asked if the stormwater drain is a catch basin.

Town Manager Sugerman stated that it would be required to be a flushing drain and that waste cannot be permitted to enter the stormwater system. He stated that the condition states it an "approved sanitary facility" and that does not include the stormwater system.

Vice-Mayor Glas-Castro suggested that condition three (3) be modified to limit to outdoor area to 1,150 square feet and that it shall be no closer than fifty-five (55) feet from any adjacent residential property line.

Mayor DuBois suggested that the modification be included in the motion to approve the other conditions.

Commissioner Flaherty asked what is the anticipated maximum occupancy of the facility.

Cindy Hackel, owner of Barkley's Canine Club, stated that the most that they have had is thirty (30) dogs and there was still plenty of room. She stated that one of the things that they pride themselves on is that there is no incessant stress barking and that is why they have twenty-four (24) hour staff to prevent stress barking.

Commissioner Flaherty asked what type of insurance that the business carries.

Ms. Hackel explained that they have full coverage. She stated that they have been open for a year and a half and have spoken to all the neighbors.

Commissioner Rapoza asked about dogs not be allowed outdoors after 8PM.

Ms. Hackel explained that the schedule that the dogs are fed at 6:30 PM, between 8:00 and 8:30 PM the dogs go out for last time, 10 PM the lights are off and the animals go to bed, at 5:30 AM they go out and are fed by 7:30 AM. She stated that she does have an issue with the 7:00 AM being the earliest that the dogs can go outside.

Vice-Mayor Glas-Castro stated that there is an issue with the restrictions on use of the outdoor area that needs to be addressed.

Ms. Hackel stated that they would make adjustments to the schedule for the start of doggy day care and have the dog wake up later in the morning to comply with the condition.

Vice-Mayor Glas-Castro suggested that condition five (5) pertain to no outdoor play activity between the hours of 10:00 PM and 7:00 AM, but that the dogs can go out for “potty”.

Mayor DuBois suggested changing condition five (5) to “The outdoor area in or adjacent to a residential use shall not be used between the hours of 10:00 p.m. and 7:00 a.m. for regular exercise”.

Attorney Baird asked if the Commission would be comfortable with allowing staff to re-write the condition to accomplish the Commission’s intent of the area not being used for play activities between 10:00 PM and 7:00 AM but “natural animal functions” can occur during those periods as necessary.

Motion: A motion was made by Commissioner Flaherty to approve Resolution No. 21-08-13 Special Exception Application for the Approval of an Animal Service Establishment at 524 Northlake Blvd. with the conditions in the staff report with modifications to conditions three (3) and five (5) as follows: 3. The outdoor area shall be limited to 1,150 square feet and no part of the outdoor area may be located within 55 feet of an adjacent residential property line and to direct staff to modify condition five (5) to comply with the Commission’s intent that the outdoor area not be used between 10:00 PM and 7:00 AM for play activities; Commissioner Vice-Mayor Glas-Castro made the second.

Vote on Motion:

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

Motion passed 4-0.

Mayor DuBois closed the Quasi-Judicial Hearing.

NEW BUSINESS:

10. Resolution No. 22-08-13 To Amend the Town of Lake Park Uniform Classification System to Revise the Job Description for the Position of Town Clerk; to Revise the Job Description for the Positions of Equipment Operator II, Equipment Operator III, Maintenance Worker II, Mechanic II, Foreman, Vehicle Maintenance Foreman in the Public Works Department; and to Create the New Job Description of Accountant I, Accountant II, and Accountant III in the Finance Department

Town Manager Sugerman explained the item (see attached Exhibit “G”).

Motion: A motion was made by Commissioner Flaherty to approve Resolution No. 22-08-13; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 4-0.

11. Resolution No. 23-08-13 Restricting the Unspent Legal Settlement Proceeds from the Marina Lawsuit and Designating these Funds for the Repair of the Seawall.

Town Manager Sugerman explained the item (see attached Exhibit "H").

Mayor DuBois asked if the repair of the seawall comes in less than the unspent legal settlement proceeds could that money be set aside for another type of repair at the Marina.

Town Manager stated "yes", but it would take another action of the Commission because this Resolution restricts the funds to just the repair of the seawall.

Motion: A motion was made by Vice-Mayor Glas-Castro to approve Resolution No. 23-08-13; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 4-0.

12. Award of Contract for Lake Park Harbor Marina Seawall Joint Sealing-Demonstration (Chemical Grouting), RFP No. 103-2013 to Stable Soils of Florida

Town Manager Sugerman explained the item (see attached Exhibit "I").

Vice-Mayor Glas-Castro asked what is the length of the demonstration period.

Town Manager Sugerman stated that the length of the demonstration period will be three (3) to four (4) months to ensure that it holds up.

Mayor DuBois asked if after the demonstration period will the area be examined to see if it has accomplished the repair.

Town Manager Sugerman explained that this item is for sealing and grouting between the seawall panels. Staff is hopeful that both demonstration methods work and a cost benefit analysis will be performed to determine the best solution.

Commissioner Rapoza stated that she had an issue with the difference in the cost of the two bids and wants to make sure that who the contract is awarded to is capable of performing the work.

Project Manager Richard Pittman explained that Certified Foundation the higher bidder is not geared up to do marine work whereas Stable Soils of Florida has enough marine work to have in house certified divers to perform the work. He stated that the water side grouting process will require certified divers to perform the work. One of the differences is in house expertise. There is not a lot of companies that do the chemical grouting and are not interested in a small project when there are bigger projects to do. He stated that the parent company for Stable Soils of Florida has been in business for over twenty (20) years. Staff feels comfortable with using Stable Soils of Florida for this demonstration.

Commissioner Rapoza asked if the Commission will be receiving reports during the project.

Town Manager Sugerman stated that the Town Manager monthly report will provide the Commission updates on the project.

Motion: A motion was made by Commissioner Rapoza to approve the Award of Contract for Lake Park Harbor Marina Seawall Joint Sealing-Demonstration (Chemical Grouting), RFP No. 103-2013 to Stable Soils of Florida; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

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

Motion passed 4-0.

13. Resolution 24-08-13 Appointing a Commissioner to the Audit Committee and Authorizing the Town Manager to Identify and Appoint Two Independent Volunteers to the Committee

Town Manager Sugerman explained the item (see attached Exhibit "J").

Mayor DuBois volunteered to serve on the Audit Committee.

Motion: A motion was made by Vice-Mayor Glas-Castro to approve Resolution No. 24-08-13 appointing Mayor DuBois to the Audit Committee and Authoring the Town Manager to Identify and Appoint at a Minimum Two other Independent Volunteers to the Committee; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 4-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Attorney Baird no comments.

Town Manager Sugerman no comments.

Commissioner Rapoza no comments.

Commissioner Flaherty stated that the next Commission meeting has been rescheduled to Tuesday, September 10, 2013. He thanked staff for their hard work on the Ordinances. He stated that the Historical Society meeting will be on Monday, August 26, 2013.

Vice-Mayor Glas-Castro stated that she participated in the Palm Beach County League of Cities conference call regarding flood maps. She stated that Federal Emergency Management Agency (FEMA) will be allowing municipalities to comment on the preliminary mapping therefore, the Issue Forum that was scheduled has been postponed to a future date to be determined. She stated that she attended the Florida League of Cities Conference in Orlando. She attended the Urban Administration Legislative Policy Committee meeting where they discussed upcoming policy issues for next year including Sober Houses, Noise Nuisance regarding car audio systems, excessive public records requests, allowing for local preference during bidding processes, regulation of smoking on public property, and police districts. The next meeting of the committee will be in September in Jacksonville, Florida to further establish the legislative priorities for the committee. She stated that she learned a lot at the Florida League of Cities Conference. She stated that she also attended other session including "Listening Pays for City Officials", "Civic Involvement", and "All Aboard Florida Presentation".

Mayor DuBois stated that he received a call from a lobbyist with "All Aboard Florida" to have a meeting and that he will be meeting with "All Aboard Florida" on Thursday, August 22, 2013 in Town Hall at 10:00 AM. He stated that last week he attended Florida East Coast Initiative (FECI) workshop and the railroad crossings through the Palm Beach County League of Cities. He stated that he attended the Palm Beach County Commission on Ethics re-training on Tuesday, August 20, 2013. He stated that every two (2) years staff, volunteer board members and elected officials are required to attend the Ethics Training.

ADJOURNMENT

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

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

Exhibit "A"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 21, 2013

Agenda Item No. Tab 5

Agenda Title: APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-111(B)(1) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO CREATE A MAXIMUM FRONT YARD FENCE HEIGHT OF SIX FEET FOR MULTI-FAMILY STRUCTURES GREATER THAN THREE STORIES WITH PARKING AREAS FACING THE STREET

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

Approved by Town Manager [Signature] Date: 8/13/13

Nadia Di Tommaso / Community Development Director [Signature]
Name/Title

Table with 3 columns: Originating Department (Community Development), Costs (\$0), Attachments (Staff Report, Ordinance -2013), Advertised (N/A on first reading), and notification details.

Summary Explanation/Background:

Please refer to the Staff Report.

Recommended Motion: I move to APPROVE Ordinance 11-2013 on first reading.

Town of Lake Park Community Development Department



Meeting Date: August 21, 2013

Nadia Di Tommaso
Community Development Director

To: Town Commission

Re: Changes to Section 78-111
Multi-Family Front Yard Fence Height Provisions

Planning and Zoning Board Recommendation (August 5, 2013): Approved unanimously (4-0) with the addition of the "greater than three stories" provision to the proposed language.

I have come across what I believe to be a problem in the Code that needs to be fixed. The problem is in regards to the fence/wall height requirements for multi-family structures. The current Code contains regulations for fences/walls in 'residential' and commercial districts. Multi-family structures are located within the 'residential' districts. The regulations limit the height of front yard fences in the residential districts to 40 inches with an additional 6 inches for decorative caps. While these regulations are suitable for single-family and duplex lots, and may also be suitable for two or three-storey multi-family structures that are newly developed, or developed with interior parking areas, the regulations are not appropriate for higher intensity (more than three-story) multi-family buildings with parking areas facing the street. Generally, these types of multi-family buildings require front yard security which is accomplished through a combination of landscaping with a fence and a gate. Consequently, staff is recommending a modification to the Town's Code of Ordinances to provide for an increased height limitation for multi-family residential structures with parking areas facing the street as follows:

Sec. 78-111. In residential areas.

(b) *Front yard walls and fences.* Front yard walls and fences are those that are located, erected, constructed, reconstructed or altered along the front property line and along the side property line between the front building line and front property line to enclose the front yard.

- (1) *Front yard fences.* The maximum height of front yard fences shall be 40 inches above grade level. Poles and decorative caps may extend an additional six inches above the top of the wall or fence to a maximum of 46 inches in height above grade level. Multi-family buildings greater than three-stories with parking areas facing the street shall have a maximum front yard fence height of six feet and shall be set back a minimum of three feet or sufficiently to include a landscaped strip between the fence and the street right-of-way line. Front yard fences may be constructed of the following materials: painted/stained wood pickets, painted wrought iron, or painted aluminum. Front yard fences may not be constructed of chainlink fabric, chicken wire or unpainted/unstained wood material.

Several condominium buildings which are more than three stories along Lake Shore Drive already have five or six foot high fences/gates which were permitted long ago. Throughout time, the regulations have been modified; however, this has only recently come to staff's attention. The amendment recommended by staff would provide for a commonly accepted security practice for the condominium buildings along Lake Shore Drive that are designed with parking areas adjacent to the street, whereby a combination fence/gate at a maximum height of six feet is a common practice. Staff's intent is to allow what appears to have been permitted many years ago.

STAFF RECOMMENDATION: I MOVE TO APPROVE ORINANCE NO. 11-2013 on first reading.



Exhibit "B"

Town of Lake Park Town Commission

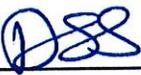
Agenda Request Form

Meeting Date: August 21, 2013

Agenda Item No. Table

Agenda Title: APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-184 OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO ADD A CERTIFIED MAIL REQUIREMENT AND SUBMITTAL REQUIREMENTS FOR SPECIAL EXCEPTION USE APPLICATIONS

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON 1st READING**
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager  Date: 8/14/13

Nadia Di Tommaso / Community Development Director 
Name/Title

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Staff Report → Ordinance ___-2013
Advertised: Date: <i>N/A on first reading</i> Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Please refer to the Staff Report.

Recommended Motion: I move to APPROVE Ordinance 12-2013 on first reading.

Town of Lake Park Community Development Department



Meeting Date: August 21, 2013

Nadia Di Tommaso
Community Development Director

To: Town Commission

Re: **Changes to Section 78-184**
*Noticing and Submittal Requirements
for Special Exception Use Applications*

Planning and Zoning Board Recommendation (August 5, 2013): *Approved unanimously (4-0).*

The Town Staff and the Commission have discussed the Town Code's noticing requirements (or lack thereof) pertaining to Special Exception Use applications. Section 55-64 of the Code pertaining to development applications of the Planning and Zoning Board, requires a certified mail notice to property owners within 300 feet (commonly referred to as a "courtesy" notice) of a proposed development application. This notice provision requires an Applicant who has made application to the Town for a development application to notify property owners within 300 feet of the property which is the subject of the application of the dates and times that a public hearing will be held to consider the application. Staff has previously determined that this provision does not necessarily apply to applications for a special exception use given that development applications are specifically referenced in the Site Plan criteria of the land development section of the Code. Consequently, Section 78-184 of the Town's Code of Ordinances which is entitled "Criteria for special exception", does not require a certified mail notice to property owners within 300 feet of a proposed special exception use because being that the Code does not currently identify these applications as development applications and lacks submittal requirement criteria. This being said, special exception use applications, because of their nature, often impact properties within 300 feet of the use to an even greater extent than a permitted use. Accordingly, it is appropriate to require a courtesy notice to property owners within 300 feet of a proposed special exception use. To do so, it will be necessary to extend the requirements of Sections 55-64 to Section 78-184 of the Town Code which deals with Special Exception Use applications.

The Town Commission, at prior public meetings, has also discussed the necessity of requiring Site Plans for owners of properties who propose to locate a special exception use on their property. To do so, it will also be necessary to extend Section 67-37 and 67-38 of the Town Code to incorporate this requirement into Section 78-184 which handles Special Exception Use applications. The text of the language to be added at an appropriate location within Section 78-184 is shown below:

Section 78-184. Application requirements and criteria for the evaluation of special exception uses.

A. Application requirements

The applicant shall be required to submit the following as part of a special exception use application:

- (1) In accordance with Section 67-38 of the Code submit a location map identifying the general area of the proposed special exception use, including the area within a 300 foot radius of the subject property.**
- (2) A Site Plan which identifies the site characteristics of the property upon which the proposed special exception use is located. The Site Plan shall be inclusive of both interior and exterior activity notations.**

The Site Plan shall identify all proposed uses, provide square footage information, and demarcate the required parking spaces, including handicap parking for the property.

- (3) Aerial photographs of the subject property and abutting properties showing existing structures, terrain and vegetation as viewed from all lot lines and street lines of the application property. The photographs shall be clearly dated and labeled as to the location and direction from which the photographs were taken. The use of digital photography is preferred, in which case a disk containing those digital photographs shall also be provided.
- (4) Upon the determination of the Director of Community Development, the applicant may be required to submit additional data, studies, or site characteristics depending upon the type of use proposed.
- (5) A Statement of Use which explains the use that is proposed for the property, including any accessory uses.

(a)B. Criteria for the evaluation of special exception uses. A special exception use shall not be approved unless an applicant establishes that all of the following criteria are met:

- (1) The proposed special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.
- (2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.
- (3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.
- (4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.
- (5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
 - b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
 - c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.
- (6) That the proposed special exception use:
 - a. Does not significantly reduce light and air to adjacent properties.
 - b. Does not adversely affect property values in adjacent areas.

- c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

C. Procedural requirements for special exception use applications.

1. Upon the determination of the Community Development Department that the special exception use application and the accompanying Site Plan are complete, it shall prepare a Staff Report evaluating the anticipated impacts of the proposed special exception use. Thereafter, the Community Development Department shall schedule a public hearing of the Planning and Zoning Board for its consideration of the application. It shall be the applicant's responsibility to provide a courtesy notice pursuant to Section 55-64 of the Code which notifies owners of property within 300 feet of the property which is the subject of the application for special exception use of the date and time that a public hearing of the Planning and Zoning Board and Commission's consideration of the proposed special exception use application.
2. The Planning and Zoning Board shall conduct a public hearing to consider the proposed special exception use. At that hearing, the Board shall receive any public comments, testimony and information from the Town staff, any affected third parties, and the public which is relevant to the application. At the conclusion of the hearing, the Planning and Zoning Board shall make a recommendation to the Town Commission.
3. Within a reasonable time after the Planning and Zoning Board meeting wherein it makes its recommendation to the Commission, and in accordance with the notice requirements of Section 55-64 of the Code and § 166.041, F.S., the Town shall provide for and publish a notice that a quasi-judicial public hearing will be held to consider the proposed special exception use application in accordance with the procedures set forth in section 2-2 of this Code.

D. Notice requirements.

1. Courtesy certified mail notice required. At the applicant's expense, a courtesy notice of the proposed special exception use and Site Plan shall be mailed by the town return receipt requested to the owners of record of properties within a radius of 300 feet of the property which is the subject of the application, at least ten days prior to the Planning and Zoning Board meeting and shall include the date of the Town Commission meeting. The notice shall state the date, time and place of the Planning and Zoning Board and Commission meetings, the name of the owner of the property, the name of the project and/or applicant, and a general written description of the request and the location, or specific street address of the property. Failure to receive such notice, however, shall not affect any action or proceeding taken thereon, nor is it intended to supplement the required notice provisions of state law for due process or any other purposes. A copy of the notice shall be retained for public inspection during regular business hours in the Town Clerk's office.
2. Newspaper notice. Notice of the meetings wherein the proposed special exception use application will be considered shall be published in a newspaper of general circulation in the Town at least ten days

prior to the Planning and Zoning Board and Town Commission hearings. The notice of the proposed public meetings wherein the special exception use application and Site Plan will be considered shall state the date, time, and place of the meetings and general description of the special exception being proposed, as well as the place or places within the Town where the proposed special exception use application may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed special exception use application.

(b) E. Conditions. The Town Commission may impose such conditions of approval as it deems necessary to mitigate the adverse impacts of the proposed special exception use. The conditions may require the applicant to exceed the minimum zoning or land development regulations established by this Code. Conditions of approval may include, but are not limited to, the following ~~Should the Town Commission determine that the proposed special exception use is not consistent with the criteria outlined hereinabove, it may either deny the application or impose such conditions of approval as it deems necessary to mitigate the adverse impacts of the proposed special exception use. The condition of approval may require the applicant to exceed the minimum zoning or land development regulations established by this Code. Conditions of approval may include, but are not limited to, the following:~~

- (1) Limit the manner in which the use is conducted, including restricting the time an activity may take place and/or restraints to minimize such effects as noise, vibration, air pollution, glare and/or odor.
- (2) Establish a special setback, open space requirement, and/or lot area or dimension.
- (3) Limit the height, size, and/or location of a building or other structure.
- (4) Designate the size, number, location and/or nature of access points (vehicle and pedestrian).
- (5) Designate the size, location, screening, drainage, type of surfacing material and/or other improvement of a parking and/or loading area.
- (6) Limit or otherwise designate the number, size, location, height and/or lighting of signs.
- (7) Require the use of, and designate the size, height, location and/or landscaping materials which may be necessary to screen, buffer, or protect adjacent properties from the potential adverse impacts of the special exception use. This may include designating standards for installation and/or maintenance of the facilities.

- (8) Require the protection and/or relocation of additional trees, shrubs, hedges, or other vegetation, water resources, wildlife habitat and/or other appropriate natural resources.
- (9) Require specific architectural details and/or design to produce a physical development which is compatible in appearance with the uses permitted by right in the zoning district.
- (10) Specify other conditions of approval to permit development of the special exception use in conformity with the intent and purpose of this Code and the Town's Comprehensive Plan.

~~(e)~~ **F. Enforcement.** The violation of any conditions, when made a part of the terms under which the special exception use is approved, shall be deemed a violation of this chapter subject to enforcement under the provisions of this Code.

Recommended Motion:

STAFF RECOMMENDATION: I MOVE TO APPROVE ORINANCE NO. 12-2013 on first reading.



Exhibit "C"

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: August 21, 2013

Agenda Item No. Tab 7

Agenda Title: APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-144 OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO CREATE LANGUAGE RELATING TO CROSS ACCESS AND JOINT ACCESS

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 1st READING
- NEW BUSINESS
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 8/14/13

Nadia Di Tommaso / Community Development Director
Name/Title 

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Staff Report → Ordinance ___-2013
Advertised: Date: <i>N/A on first reading</i> Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Please refer to the Staff Report.

Recommended Motion: I move to APPROVE Ordinance 13-2013 on first reading.

Town of Lake Park Community Development Department



Meeting Date: August 21, 2013

Nadia Di Tommaso
Community Development Director

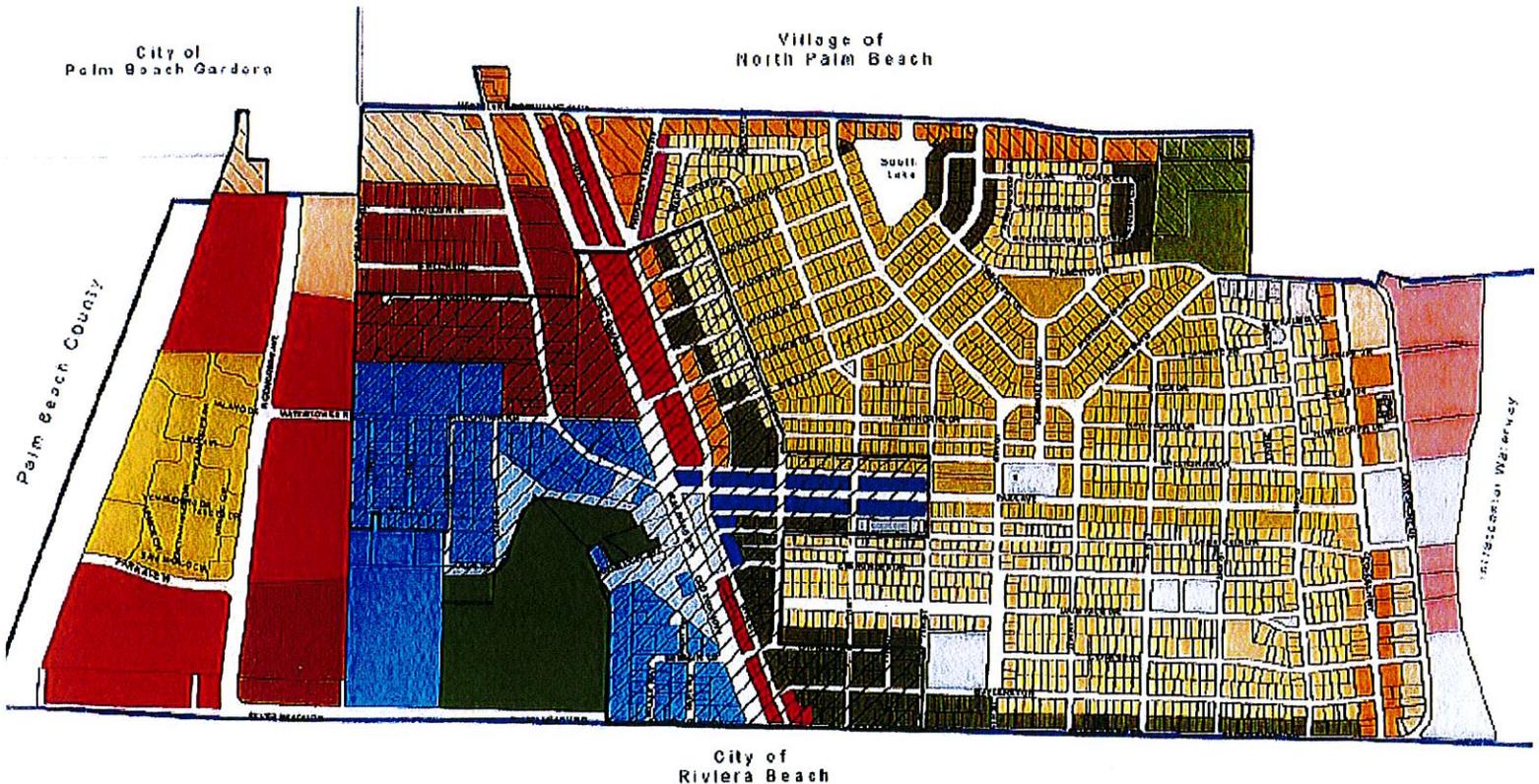
To: TOWN COMMISSION

Re: **Changes to Section 78-144**
Creating Joint Access and Cross Access Language

Planning and Zoning Board Recommendation (August 5, 2013): *Approved unanimously (4-0).*

Over the past few months, several staff members have participated in conversations with private property owners as it relates to their parking lots, driveway connections and overall access to their properties. The Town's commercial zoning districts are illustrated on the Town's Zoning Map below:

- Commercial-1 (C-1)
- Commercial 1B (C-1B)
- Commercial-2 (C-2)
- Commercial-3 (C-3)
- Commercial-4 (C-4)
- Campus Light Industrial and Commercial (CLIC)
- Park Avenue Downtown District (PADD)



Legend

- | | | | | | |
|------------------|-----|-----|--------|--------------------|--------------|
| — CRA Boundaries | | | | | |
| R-B | R2A | C1 | Public | GRA | Conservation |
| R-AA | R3 | C1B | PUD | NBOZ overlay | |
| R- | R2 | C2 | PADD | C4 | |
| R-A | TND | C3 | CLIC | Lake Park Boundary | |

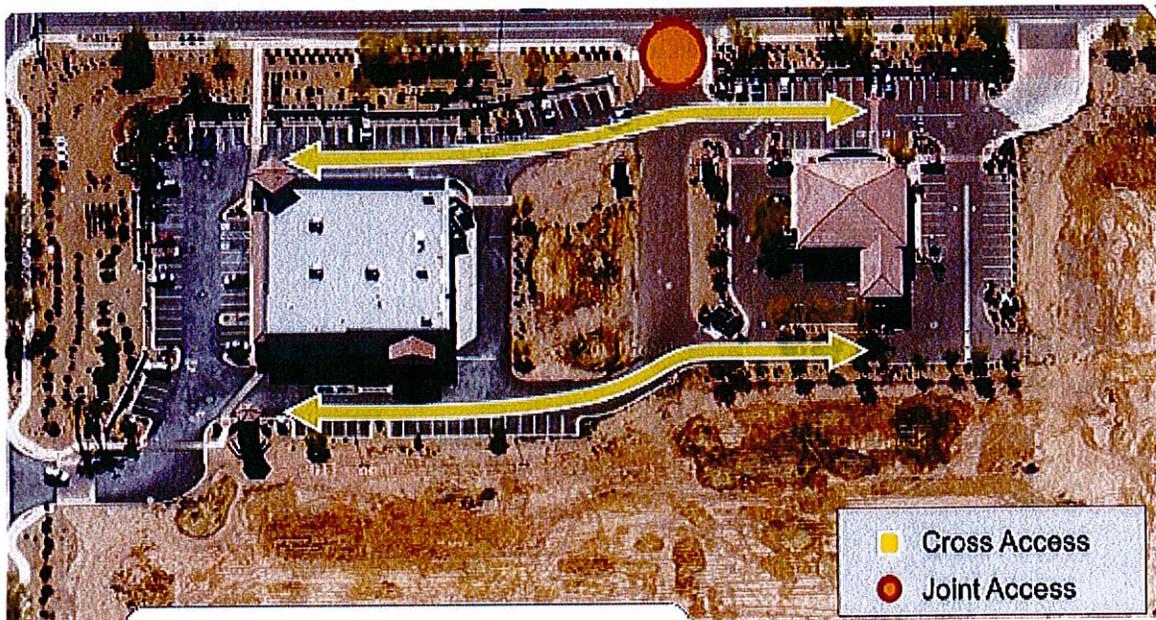
Policy 8.2 of the Town's Comprehensive Plan's Traffic Circulation Element promotes cross access and shared access (joint access) in stating the following:

Policy 8.2: At the time of redevelopment and through cross-access and shared access agreements, the Town shall discourage excessive curb cuts including the control of connections and access points of driveways and roads to roadways on arterial and major collector streets within the confines of the Town's roadway network.

WHAT IS JOINT ACCESS AND WHAT IS CROSS ACCESS?

Joint and cross access are methods of allowing adjacent properties to share driveways, drive aisles, and parking lot facilities. **Joint access** allows two adjacent property owners to share a driveway along their common property line. **Cross access** allows traffic to move between adjacent properties without re-entering the public roadway.

Example of Joint and Cross Access:



WHY IS JOINT ACCESS/CROSS ACCESS IMPORTANT?

The majority of the Town's commercial structures were built in the early 1960's and 1970's. While some of these commercial structures have been renovated, many of these commercial structures were built on lots that do not meet the Town's current land development regulations. Consequently, the majority of the existing parking lots, and the

number of available parking spaces, drive aisles and driveways for commercial properties in the Town, are non-conforming. The businesses and the Town would be better served if these businesses, on separate lots, were operated in conjunction with their neighboring lots. The changes proposed by staff **provide an alternative method** to property owners to meet the access, parking and circulation requirements of the Code. Ultimately, a property owner will have two options:

- (1) Utilize, build, renovate or expand upon their properties such that they meet the existing land development regulations, including those for parking, drive aisles, service drives and access points as required by Code.

OR

- (2) Utilize, build, renovate or expand upon their private property through the sharing of parking spaces, drive aisles, service drives and all relevant access points using the provisions proposed as part of this agenda item. This would require property owners to agree to cross and joint access easements.

Property owners should be encouraged and incentivized to select option (2) because cross and joint access will enhance a property owner's development opportunities; improve roadways, pedestrian, and bicycle safety; reduce congestion; and support multi-modal travel. Cross access may also have an incidental benefit to the businesses to the extent that customers are encouraged to stay on-site and visit multiple businesses.

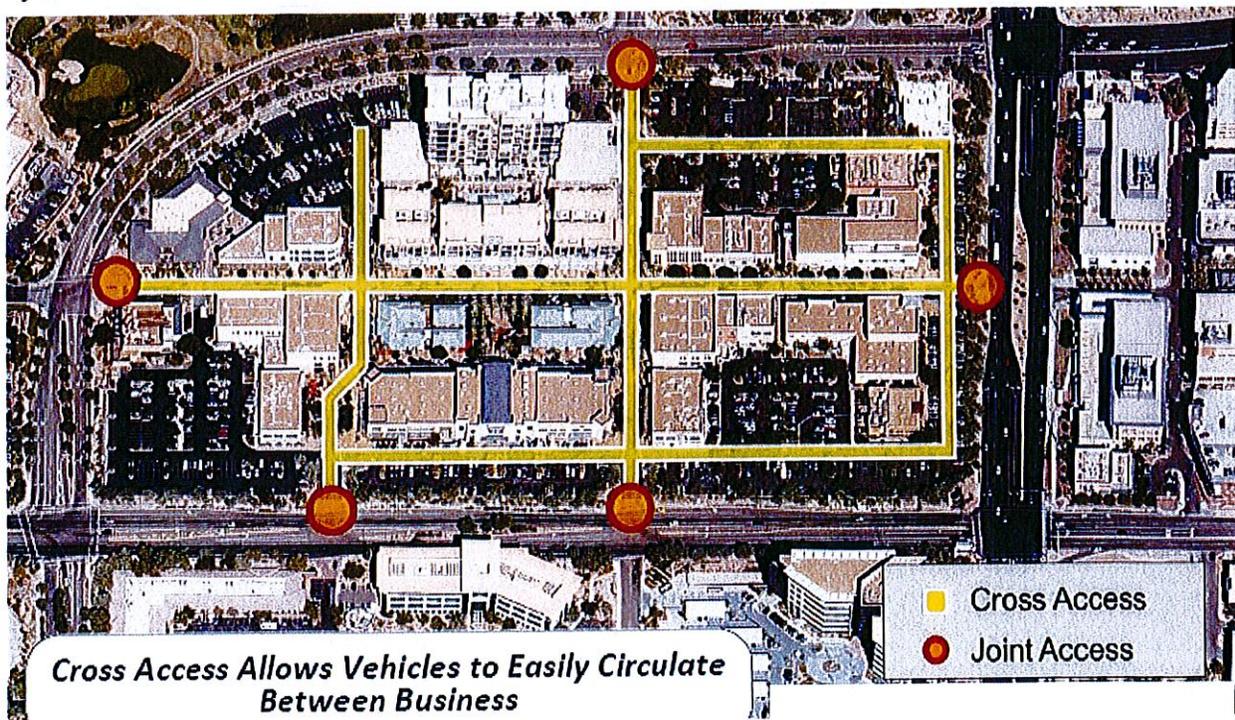
Joint and cross access diminishes roadway inefficiency. "Driveway hopping" occurs when vehicles are forced to go from one driveway to another, using the public street, to access an adjacent property. Slower vehicles that "driveway hop" then mix with higher speed vehicles traveling the street which causes traffic on the public street to slow down, and sometimes brake quickly, on the public street. This can cause accidents and leads to driver frustration. With joint and cross access easement agreements in place, vehicles can travel between adjacent properties without having to use the public street.

Example of driveway hopping:



Joint access increases safety. Consolidating and using shared access points on a public roadway may reduce the number of accidents. Driveways of access points without a traffic signal allow vehicles to enter or exit the public roadway freely. This movement increases the potential for a conflict with vehicles in the traffic stream. When traffic volumes are high, the spacing between vehicles is smaller and drivers have less opportunity to safely enter or exit a driveway. A vehicle exiting the public roadway will generally brake before turning, which may result in rear-end and lane-change collisions. Encouraging adjacent property owners along public roadways to execute cross and joint access easements to share access may improve safety by minimizing driveway conflict areas.

Joint and cross access will benefit businesses. Properly designed driveways shared by multiple businesses may allow more site area for parking and landscaping. Sites with landscaped areas and sufficient parking are generally more attractive and convenient to customers and maintain or even increase their property values. Cross access connections between adjacent commercial developments will improve customer convenience. More businesses will be accessible to a customer without having to re-enter the public roadway. Individual businesses may also experience increased exposure from customers visiting adjacent businesses.



Staff is proposing the following text amendments to Section 78-144 of the Town of Lake Park Code of Ordinances, to include the following language:

Section 78-144 – Access to rights-of-way

(f) Cross access/joint access easements

(1)

In order to provide for an alternative method to ensure the safe and efficient movement of traffic along public roadways and to comply with the minimum parking standards for those properties which front public streets in the Town's commercial zoning districts, property owners shall, whenever feasible, execute cross access and joint access easements to share common driveways, drive aisles, service drives, and parking areas, to facilitate access between their properties and the businesses located thereon. Property owners who agree to execute cross access and/or joint easements may be entitled to a reduction of the number of required parking spaces upon their respective properties by up to 50 percent provided a shared parking study is submitted to the Director of Community Development which demonstrates that the parking demand for the properties subject to the cross access and/or joint access easement can be met. The parking demand study shall be subject to the review and approval of the Community Development Director. The study shall:

- i. List the legal names of the property owners, the size and type of uses located and being operated upon that owners property;
- ii. Include the amount of average and peak daily trips to the uses on their properties;
- iii. Include the rate of turnover of parking spaces during business hours;
- iv. Include the anticipated peak parking and traffic loads to be encountered; and

- v. Include the executed cross access/joint access easement between the property owners.

(2) Any property owner who proposes the expansion of an existing business, the development of a new or different use, or the redevelopment of a property, shall design the site to accommodate vehicular circulation through its site to adjacent owners' sites by the use of a cross access and/or joint access easement which defines the shared access points or driveway, drive aisles, service drives, and parking spaces that can be connected to an adjacent property owners' property. Provided, however, a property owner within a commercially zoned district whose property fronts a public street, who can connect to the public roadway, and whose uses meet the Town's parking standards, may elect to not participate in cross access/joint access easements with adjacent property owners.

(3) All properties with frontage on public streets which are within commercial Zoning Districts shall be subject to the access to rights-of-way regulations in Section 78-144 of the Code which can be supplemented by the execution of cross and joint access easements between Owners of properties whose properties front public streets as shown in Figure 78-144-1. Cross and joint access circulation is encouraged whenever feasible and shall include the following:

- (i) A cross access drive extending the entire length of each block served to provide for driveway separation consistent with the access to rights-of-way system in Section 78-144 and standards;
- (ii) A design speed respective of the individual vehicular drive aisles and which maintains a sufficient width to accommodate two-way travel aisles shall be designed to accommodate personal vehicles and service vehicles; and
- (iii) Stub-outs and other design features to make it visually obvious that adjacent properties may be legally bound to provide cross access points, consistent with the visibility triangle requirements and the landscape requirements of the Town Code;

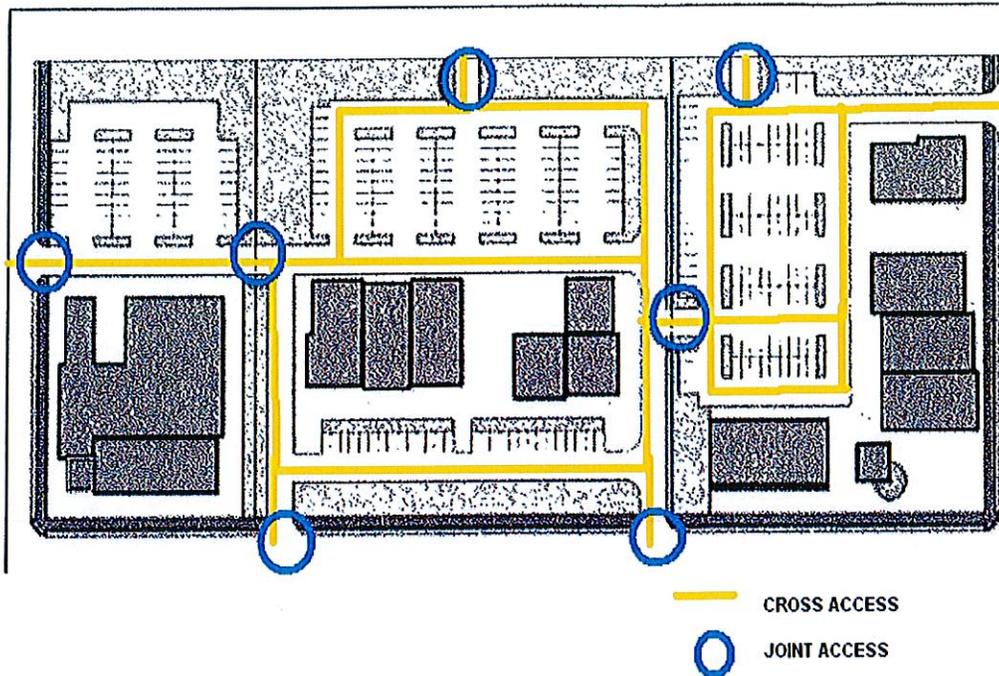


Figure 78-144-1: Cross access between parking areas and adjacent properties. Joint access through the use of common driveways entrances and between properties.

(4) Pursuant to this section, where cross access or joint access easements between Property Owners has been agreed to, the parties to the cross access and/or joint access easements shall record the easement allowing cross and/or joint access between properties.

(5) Pursuant to this section, where cross and/or joint access easements between property owners has been agreed to, those properties proposing reconstruction or redevelopment shall provide that remaining access rights along the public roadway shall be dedicated to the Town and any pre-existing driveways shall be closed following the reconstruction or redevelopment of the properties.

STAFF RECOMMENDATION: I MOVE TO APPROVE ORINANCE NO. ___-2013 on first reading.

Exhibit "D"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 21, 2013

Agenda Item No. Tab 8

Agenda Title: Ordinance 10-2013 Changing the Board Appointment Process

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

Approved by Town Manager [Signature] Date: 8/9/13

Vivian Mendez - Town Clerk
Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$175.44), Attachments (Ordinance 10-2013 Receipt of Advertisement), Advertised (August 11, 2013), and notification status.

Summary Explanation/Background: During the May 30, 2013 Commission Workshop the Commission directed staff to create an Ordinance changing the Board Appointment Process.

Recommended Motion: I move to adopt Ordinance 10-2013 on second reading.



Exhibit "E"
Town of Lake Park
Community Development Department

Nadia Di Tommaso
Community Development Director



August 20, 2013

MEMO

Re: 524 Northlake Boulevard – Barkley's Canine Club Special Exception Use Application

To: Town Commission, Town Attorney

Please find enclosed an email communication from a neighboring property owner (Ms. Marie Bruno) who lives out-of-state. Ms. Bruno requested that I provide the Town Commission with a copy of this correspondence as she will be unable to attend the meeting at which this item will be considered for approval.

Thank you.

Nadia Di Tommaso, Community Development Director
Community Development Department
881-3319 fax 881-3323
NDiTommaso@lakeparkflorida.gov

Nadia DiTommaso

From: Nadia DiTommaso
Sent: Tuesday, August 20, 2013 8:59 AM
To: 'Marie Bruno'
Subject: RE: Special Exception 524 Northlake Blvd

Good morning Ms. Bruno-

Pursuant to our telephone conversation, I drafted the conditions you are proposing that the Town Commission take under consideration should they approve this application and they are listed below. Seeing as you are unable to attend the meeting as you live out-of state, I will gladly forward these proposed conditions to the Town Clerk for distribution to the Town Commission on your behalf. Thank you once again for sharing your concerns with me.

Your proposed conditions:

- (1) A more strict limitation on the # of dogs (than PBC's restriction). For example, limiting the entire facility to 25 dogs → PBC Animal Care & Control provides for this limitation and based on the size of the dog (over 75 lbs = 32 sf per dog; 51-75 lbs = 24 sf per dog; 36-50 lbs = 2 sf per dog; 21-35 lbs = 12 sf per dog; 11-20 lbs = 8 sf per dog; 10 lbs and under = 10 sf per dog). The boarding facility is 3,000 square feet.
- (2) A condition whereby the special exception approval does **not** run with the land and does **not** carry forward to any successor of the property. Additionally, conditioning that the facility cannot expand.
- (3) Require an insurance *per dog*. For example, a \$10,000 limit *per dog* given the possibility of accidents/bites in the town-owned alleyway should the dogs escape.

Nadia

Nadia Di Tommaso, LEED Green Associate
Community Development Director
Town of Lake Park
Phone: (561) 881-3319
Fax: (561) 881-3323



From: Nadia DiTommaso
Sent: Wednesday, August 14, 2013 3:45 PM
To: 'Marie Bruno'
Subject: RE: Special Exception 524 Northlake Blvd

Good afternoon-

I would like to sincerely thank you for your email. I would also like to take this opportunity to invite you in to meet with me to discuss your concerns. This will also allow me to provide you with some of the history regarding this application. I can make myself available before and after business hours as well if a time between 8:30-5:00 do not work for you. Hopefully, we will be able to coordinate a time within the next two days. I look forward to hearing back. Thank you.

Nadia Di Tommaso
Community Development Director
Town of Lake Park
Phone: (561) 881-3319
Fax: (561) 881-3323

From: Marie Bruno [<mailto:mbruno1030@gmail.com>]
Sent: Wednesday, August 14, 2013 3:30 PM
To: Nadia DiTommaso
Subject: Special Exception 524 Northlake Blvd

Aug. 14, 2013

Dear Ms. DiTommaso,

We are in receipt of your certified letter concerning a SPECIAL EXCEPTION application for the property located at 524 Northlake Blvd. Lake Park, Florida.

We are the property owners in very close proximity, and/or adjoining, the subject parcel under consideration at 524 Northlake Blvd.

We have owned and paid taxes on our Commercial property at 500 Northlake Blvd. since January of 1985. In fact, at one time we owned all three parcels at 500, 516 AND 524 Northlake Blvd.

We have a long and favorable history with the Town of Lake Park.

We believed in this Town and supported it during some of its lowest points. We saw property values plummet and properties boarded and vacated.

We experienced this Town's rebound. Encouraging retail and family business to locate here was not an easy task. Lake Park has attracted some wonderful "big box stores" which helped ease the tax burdens on our homeowners.

The vision and foresight our council members and committees had should be applauded. Lake Park is now an improved, vibrant, thriving and once again beautiful Town. The patience and persistence of our council members has been well rewarded.

Like many other "old timers" we have experienced the tumultuous real estate boom and bust. We are slowly but surely coming to a turn-around in our real estate markets. It has been long, painful and slow.

Our concerns now focus on this application for special exception. Surely, the Town of Lake Park, in good conscience, will realize that to grant the approval of such an ill- conceived exception is not only self-defeating, it is counter-productive to the progress that has been made to improve the area and the Town.

There are many parcels located outside the city limits, in Less Populated, Less Commercial, Less Heavily Trafficked areas that would be more suitable to an application such as this one.

524 Northlake Blvd. is NOT the proper location for a "kennel", or "doggie day care". What would be the next application? A puppy mill, perhaps?

No! Most emphatically NO. Babysit your canines elsewhere. Locate this venture where no harm will be done to surrounding homes and businesses. Please consider the homes and families directly behind 524 Northlake Blvd.

Be mindful of the negative impact such an odorous operation would have on those people! Consider, also, the commercial and retail operations which would be directly impacted by this operation.

Have you considered the LIABILITIES should one or more of the dogs escape its confines? How can we be assured that no such event will happen? WE CAN'T!
Not even the highest fence or strongest chain can retain an animal determined to escape.

What, incidentally, are the CODES and restrictions for fencing in this area?

As a licensed Real Estate Broker in both Florida and Georgia, I can say with certainty that permitting an exception such as this one is an invitation to disaster. Declining sales and eventually diminished values will negatively impact the homes, retailers, restaurants and other businesses in the vicinity.

We urge you and the members of our Town Council to DENY this application.

Thank you for your consideration.

Sincerely,

Al Bruno

Marie Bruno, GRI*

mbruno1030@gmail.com

Exhibit "F"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 21, 2013

Agenda Item No. Tab 9

Agenda Title: APPROVAL OF THE REQUEST FILED BY BARKLEY'S CANINE CLUB FOR THE SPECIAL EXCEPTION USE OF AN ANIMAL SERVICE ESTABLISHMENT, WHICH INCLUDES THE COMPONENTS OF A BOARDING KENNEL AND AN OUTDOOR AREA FOR DAYTIME USE, TO BE LOCATED AT 524 NORTHLAKE BOULEVARD IN THE C-1 BUSINESS DISTRICT

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business, Consent Agenda, Old Business, Other: Special Exception Application - Resolution

Approved by Town Manager [Signature] Date: 8/14/13

Nadia Di Tommaso / Community Development Director

Table with 3 columns: Originating Department (Community Development), Costs (\$750 application fee, funding source Applicant, acct # 4649, Finance BKR), Attachments (Staff Report, Resolution 21-08-13, Copy of Applicant's Application, Exhibits A-G), Advertised (Date: August 9, 2013, Paper: Palm Beach Post), and Yes I have notified everyone (ND - see notation in cost field).

Summary Explanation/Background: PLEASE REFER TO THE STAFF REPORT.

Recommended Motion: I move to APPROVE Resolution 21-08-13.



**TOWN LAKE OF PARK
TOWN COMMISSION
Meeting Date: August 21, 2013**

REQUEST FILED BY BARKLEY'S CANINE CLUB FOR THE SPECIAL EXCEPTION USE OF AN ANIMAL SERVICE ESTABLISHMENT, INCLUSIVE OF AN OUTDOOR COMPONENT, IN THE C-1 BUSINESS DISTRICT.

APPLICANT'S REQUEST: Barkley's Canine Club ("Applicant") located at 524 Northlake Boulevard ("Property") has submitted an application for the Special Exception use of "Animal Service Establishment" in the C-1 Business District as listed in Section 78-71 of the Town Code. The approval of this Special Exception use would authorize the Applicant to provide overnight animal boarding services to its patrons, and to operate an outdoor area for dogs as components of an Animal Service Establishment .

Planning and Zoning Board Recommendation (May 6, 2013): APPROVAL 4-0 with conditions.

BACKGROUND:

Applicant(s): Barkley's Canine Club
Owner(s): Tra & Truc Phan Nguyen
Address/Location: 524 Northlake Blvd
Existing Zoning: C-1 Business District / Northlake Boulevard Overlay Zone (NBOZ)
Future Land Use: Commercial

Adjacent Zoning

North: N/A (North Palm Beach)
South: R-1 Residential District
East: C-1 Business District / NBOZ
West: C-1 Business District / NBOZ

Adjacent Existing Land Use

North: Commercial (Village of North Palm Beach)
South: Residential
East: Commercial
West: Commercial

I. SUMMARY AND HISTORY OF REQUEST

The Applicant is requesting approval for the special exception use of an Animal Service Establishment, inclusive of an outdoor area component, in the C-1 Business District. The proposed use will be in addition to the Applicant's existing permitted uses of Animal Indoor Training Center and Animal Grooming Establishment. The business currently operates at 524 Northlake Boulevard.

The Applicant has a 3,000 square foot facility which occupies two-thirds of the building located at 524 Northlake Boulevard. The Applicant has operated its dog training and grooming business under the categories of "beauty shop" and "instructional studio" since February of 2012. Both of these uses are permitted uses in the C-1 Business District. Recently, Code Section 78-71 was changed to incorporate and recognize that the Applicant is operating animal-related uses, and not a "beauty shop" or an "instructional studio". The instructional studio operation of the Applicant's businesses are now more appropriately classified as an *Animal Indoor Training Center*, and the "Beauty Shop" use is now more appropriately classified as an *Animal Grooming Establishment*.

In mid-2012, Staff permitted the Applicant to operate an "accessory" outdoor area by issuing a fence permit. While factors such as parking, noise, and sanitation were considered at the time, staff expressed concerns regarding nuisances and regulatory control primarily because the Property abuts the R-1 Residential District. Staff learned that Palm Beach County Animal Care and Control (PBCACC) regulates all animal service establishments and oversees all aspects of their operations by requiring licensure for each service provided. Staff also understood that PBCACC's Ordinance 98-22 Section 4-23 enforces standards specifically for kennels and grooming facilities regarding frequent inspections, licensing and permitting requirements, health hazards, sanitation, record keeping, facility requirements, and operational standards (see Exhibit "A" for detailed descriptions from PBCACC's regulating Ordinance). The Town Code's regulations pertaining to noise and odor would be adequate to enforce any potential nuisances that the business might create. At the time, staff was comfortable with the operation of this business because it had been operating for more than a year without any documented complaints or concerns. It was only when the staff discovered that a boarding component was added, without prior approval, that staff realized the initial intent of treating the use under the "general" instructional use and beauty shop category with the allowance of a outdoor fenced area enclosure, could no longer fit the general intent of the Code. Specific animal-related uses needed to be incorporated into the Code, inclusive of a boarding component, which was not permitted at the time, but is now permitted as a special exception use.

Even though the Applicant's intention was to initially apply for a Special Exception use to allow the boarding-kennel component of an Animal Service Establishment at the subject property, the approved language in Section 78-71 also requires a Special Exception use be approved to operate any animal-related use having an outdoor component. In order to authorize the existing operation, including the outdoor component, the Applicant is also requesting the Special Exception use of an outdoor area. The outdoor area is directly related to the Boarding-Kennel in that it serves the "daytime" component of the operation whereby dogs staying overnight will naturally be at the facility during daytime hours as well, at which time the outdoor areas will be utilized. Staff has been informed by the business operator, Ms. Cindy Hackle, that the dogs are not permitted outdoors past 8pm.

To address potential nuisances, staff is recommending a series of conditions of approval, seen in Section III of this Report. Additionally, while a site plan was not specifically requested as this request moved through the Planning and Zoning

Board meeting, Staff has been diligently working with the Applicant on a site plan which is included as Exhibit "G". The site plan serves as a visual aid detailing the internal location of the Applicant's business; the outdoor area, as well as the existing parking layout and landscaping which was all approved back in 1979.

It is important to note that based on **Sec. 78-184**, the Town Commission may include conditions of approval upon reviewing the Special Exception, such as:

1. Limit the manner in which the use is conducted, including restricting the time an activity may take place and/or restraints to minimize such effects as noise, vibration, air pollution, glare and/or odor.
2. Establish a special setback, open space requirement, and/or lot area or dimension.
3. Limit the height, size, and/or location of a building or other structure.
4. Designate the size, number, location and/or nature of access points (vehicle and pedestrian).
5. Designate the size, location, screening, drainage, type of surfacing material and/or other improvement of a parking and/or loading area.
6. Limit or otherwise designate the number, size, location, height and/or lighting of signs.
7. Require the use of, and designate the size, height, location and/or materials for, berming, screening, landscaping and/or other facilities to protect and/or buffer adjacent or nearby property, including designating standards for installation and/or maintenance of the facilities.
8. Require the protection and/or relocation of additional trees, vegetation, water resources, wildlife habitat and/or other appropriate natural resources.
9. Require specific architectural details and/or design that produces a physical development which is compatible in appearance with the uses permitted by right in the zoning district.
10. Specify other conditions of approval to permit development of the special exception use in conformity with the intent and purpose of this Code and the town's comprehensive plan.

II. SPECIAL EXCEPTION REVIEW CRITERIA

1. **The proposed Special Exception use is consistent with the goals, objectives, and policies of the town's comprehensive plan.**

The Town's Future Land Use Element designates Northlake Boulevard's future land use as "commercial" which consists of, "retail, service and professional businesses," (Section 3.2.6.2 Town Comprehensive Plan). The Future Land Use Classification System restricts "commercial" land use to:

"Lands and structures devoted primarily to the delivery, sale or otherwise transfer of goods or services on a retail basis, with a maximum F.A.R. of 2.0. This category also includes personal and professional services."

-Section 3.4.3 "Future Land Use Classification System", Lake Park Comprehensive Plan

Criteria Met. The business currently operates as a commercial establishment providing services for the owners of dogs..

2. The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.

Criteria Met. An Animal Service Establishment with outdoor area component is permitted as a Special Exception use in the C-1 Business District.

3. The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.

Criteria Met. The Applicant is currently located within the C-1 Business District and has a future land use designation of "commercial". The physical characteristics of the Property are consistent with the neighboring businesses in terms of height, setbacks, and architectural elements. The Applicant's existing permitted uses (pet grooming and training) and proposed Special Exception use (Animal Service Establishment, a component of which is a boarding-kennel) are service-oriented uses which are compatible with the neighboring personal and professional service uses. The outdoor area is not incompatible with the surrounding uses. Staff has not received any complaints since the business' inception, but has actually received letters of support which can be found in **Exhibit "E"**. The Applicant's existing hours of operation and traffic circulation have not presented any nuisances to the surrounding properties. The additional proposed use is not expected to have any negative impacts towards on-site traffic circulation since the Applicant will be primarily serving existing patrons who are expected to generate the same amount of traffic. The parking on-site is shared amongst the two existing commercial tenants and the combined retail and personal-service related uses can accommodate the Code requirement of 5 spaces per 1,000 square feet. The traffic impacts were also reviewed with the Palm Beach County Traffic Division and no additional issues were raised (see **Exhibit "C"** for a copy of the email correspondence).

The Property abuts the R-1 Residential District. An alleyway and adjacent concrete wall is south of the Applicant's property line. The outdoor area is also located 55 feet from the residential properties in the rear and meets the minimum 40-foot requirement defined in Section 78-2 of the Code. While service-oriented establishments are typically compatible with residential districts, concerns with noise and odor may arise with the use of "boarding-kennels". Staff is proposing additional conditions which can be found in Section III of this report. These conditions also include additional mitigation provisions for outdoor run areas, providing for sanitary requirements and minimum setback requirements to residential areas.

- 4. The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.**

Criteria Met. Currently, there are no uses along the south side of Northlake Boulevard that are the same or similar to the proposed Special Exception use. This use will be the first of its kind in the C-1 Business District and the Town as a whole.

- 5. The proposed special exception use does not have a detrimental impact on surrounding properties based on:**

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**

Criteria Met. The Applicant plans to use one overnight employee and existing daytime staff which does not exceed 3 employees.

- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use;**

Criteria Met. The nature of the Applicant's establishment is such that odor and noise nuisances may occur.

The area most susceptible to odor is the Applicant's exterior play area. The Applicant installed a small open turfed area located in the rear of the Property. According to the Applicant, the turf has a built in irrigation and drainage system to ensure sanitation. The turf is frequently treated with anti-odor sprays and is cleaned after every use. All aspects of outdoor play/run areas are regulated by the PBCACC division.

The Town's Noise Control Ordinance states that noise in the commercial district is limited to 60 decibels during all times of the day. If complaints arise, Town staff can enforce the Code by using a decibel meter to measure the decibels and determine whether or not the activity complies with the Code. Staff is also recommending as a condition of approval found in Section III of this report, that a letter from a noise professional be submitted within six months of the special exception approval, to the Town's Community Development Department. This letter shall certify, through a minimum four-week study, that the Town's noise levels are being met per the Town's Noise Ordinance in Section 10-155 of the Town Code.

In the case of visual nuisances, the demarcation line between the Residential-1 District and the Commercial-1 Business District is a cement wall which acts as a visual and sound buffer. Other nuisances, such as vibrations, are not a concern since the Applicant's establishment does not generate vibrations. The outdoor area is located 55 feet from the residential properties in the rear and meets the minimum 40-foot requirement defined in Section 78-2 of the Code.

- c. **The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

Criteria Met. The Applicant proposes to extend the boarding-kennel service to its existing patrons. While the Applicant might generate more clients, the nature of the business typically does not cause overflow traffic or disturb on-site circulation. The parking lot is essentially used as a drop-off/pick-up site for clients (see Exhibit "C" as referenced above).

6. That the proposed special exception use:

- a. **Does not significantly reduce light and air to adjacent properties.**

Criteria Met. The proposed Special Exception use does not reduce lighting, nor will it adversely affect the air quality for adjacent properties. The outdoor area is only utilized during daytime hours.

- b. **Does not adversely affect property values in adjacent areas.**

Criteria Met. As long as the Applicant regularly maintains the facility's sanitation to prevent odor and stays within the permitted sound decibel range, the proposed Special Exception use should not negatively impact property values for the adjacent areas.

- c. **Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**

Criteria Met. The proposed Special Exception use would not be a deterrent to the future improvement, redevelopment, or development of surrounding properties.

- d. **Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**

Criteria Met. There would not be any adverse impacts to natural systems or public facilities.

- e. **Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

N/A.

III. STAFF RECOMMENDATION

Staff recommends that the Town Commission **APPROVE** the Special Exception use of an Animal Service Establishment which includes the components of an outdoor area and an animal boarding-kennel business, **based on the following conditions of approval, and any additional conditions proposed by the Town Commission:**

1. The Animal Service Establishment shall be limited to the boarding of dogs. Farm animals such as pigs and chickens or exotic animals such as snakes are expressly prohibited.
2. No animal having a disease harmful to humans shall be boarded or maintained in the facility
3. No outdoor area shall be located within 40 feet of any adjacent residential property line.
4. If the outdoor area is constructed using a chainlink fence, the fabric shall include a green mesh to screen the area from public view.
5. The outdoor area in or adjacent to a residential use shall not be used between the hours of 10:00 p.m. and 7:00 a.m.

6. Within six months of the effective date of the Resolution approving the Animal Service Establishment, the Applicant shall submit to the Community Development Department a letter from a sound professional indicating the results of a four-week noise study as it relates to the Applicant's business. The study shall compare the noise levels from the business with the decibel levels established in the Town code. In the event the study reveals that the uses are creating noise which exceeds the decibel levels established in the Code, the Applicant shall employ methods such as the use of sound barrier material such as "bark-block" and/or other approved insulation to mitigate the noise such that the establishment is operating within the decibel levels permitted by Code.
7. The Animal Service Establishment shall have flushing drains which shall be connected to an approved sanitary facility and other physical elements to properly dispose of the waste products generated by the business.
8. The facility shall be operated with air conditioning and heat so that the windows and doors can remain closed at all times, except when employees, patrons, and guests are entering and leaving the facility.

Exhibit "G"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 21, 2013

Agenda Item No. Tab 10

Agenda Title: Resolution to Amend the Town of Lake Park Uniform Classification System to Revise the Job Description for the Position of Town Clerk; to Revise the Job Descriptions for the Positions of Equipment Operator II, Equipment Operator III, Maintenance Worker II, Mechanic II, Foreman, Vehicle Maintenance Foreman in the Public Works Department; and, to Create the New Job Descriptions of Accountant I, Accountant II and Accountant III in the Finance Department

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[] PUBLIC HEARING ORDINANCE ON ___ READING
[x] NEW BUSINESS
[] OTHER:

Approved by Town Manager [Signature] Date: 8/13/13

Name/Title: [Signature] HUMAN RESOURCES DIRECTOR

Table with 3 columns: Originating Department (Human Resources), Costs (\$2875), Attachments (Resolution, Revised Job Descriptions), Advertised (Not Required), and notification status (Not applicable in this case BMT).

Summary Explanation/Background:

Revision of the Town Clerk Job Description:

Currently, a job description exists in the Town of Lake Park Uniform Classification System entitled Town Clerk. The purpose of action is two-fold. First, it is to revise this job description to provide that in addition to performing the current duties as Town Clerk, the Town Clerk shall also serve as the acting Town Manager in the Town Manager's absence. Secondly, the purpose is to change the job title to Town Clerk/Deputy Town Manager.

For performing the additional duties of Deputy Town Manager, the Town Clerk will receive an additional 5 percent in incentive pay effective October 1, 2013.

A clean copy of the revised job description, a redline version and a copy of the current job description are attached for ease of reference.

Revision of the Equipment Operator II, Equipment Operator III, Maintenance Worker II, Mechanic II, Foreman, and Vehicle Maintenance Foreman Job Descriptions:

Currently, job descriptions exist in the Town's Uniform Classification System entitled Equipment Operator II, Equipment Operator III, Maintenance Worker II, Mechanic II, Foreman, and Vehicle Maintenance Foreman which are assigned to the Public Works Department. The purpose of this action is to revise such job descriptions to more accurately reflect the current duties and requirements of these positions as they have evolved to meet current industry standards.

There will be no additional financial burden placed on the budget of the Town of Lake Park as a result of this action as the annual pay ranges for these positions will remain the same, as follows:

- Equipment Operator II with the pay range of \$28,143.24 to \$48,620.25
- Equipment Operator III with the pay range of \$33,542.50 to \$51,000.77
- Maintenance Worker II with the pay range of \$22,731.08 to \$34,034.18
- Mechanic II with the pay range of \$30,308.10 to \$47,404.74
- Foreman with the pay range of \$30,296.45 to \$51,515.10
- Vehicle Maintenance Foreman with the pay range of \$33,542.50 to \$55,636.31

Clean copies of the revised job descriptions, redline versions and copies of the current job descriptions are attached for ease of reference.

Creation of New Finance Department Job Descriptions:

The purpose of this action is to create the following three new job descriptions in the Finance Department. This action will more accurately capture the actual duties and current requirements of a municipal Finance Department and respond to municipal finance best practices:

- Accountant I with the pay range of \$29,214.43 to \$48,580.56
- Accountant II with the pay range of \$34,624.51 to \$54,653.13
- Accountant III with the pay range of \$40,000.00 to \$62,000.00

There will be no additional financial burden placed on the budget of the Town as the annual pay range for the Accountant I position will remain the same as the existing Accounts Payable/Receivable Coordinator position and the pay range for the Accountant II position will remain the same as the pay range for the existing Accountant position.

The Accountant III position will remain unfilled.

The remaining Finance Department positions, which are currently unfilled, are hereby eliminated from the Uniform Classification Plan.

Copies of the new job descriptions are attached.

Recommended Motion: I move to approve Resolution 22-08-13.

Exhibit "H"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 21, 2013 Agenda Item No. Tab 11

Agenda Title: RESOLUTION RESTRICTING THE UNSPENT LEGAL SETTLEMENT PROCEEDS FROM THE MARINA LAWSUIT AND DESIGNATING THESE FUNDS FOR THE REPAIR OF THE SEAWALL

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business, Other, Consent Agenda, Old Business

Approved by Town Manager [Signature] Date: 8/7/13

Blake K. Rane Finance Director [Signature] Name/Title

Table with 3 columns: Originating Department (FINANCE), Costs/Funding Source (Acct. #, Finance, BKR), Attachments (Resolution No. -08-13), Advertised (Date, Paper, Not Required), Notification (All parties notified), and Please initial one.

Summary Explanation/Background: The Marina Lawsuit was settled in October 2012 in the amount of \$880,000. The current forecast is that the Marina Fund will finish the fiscal year with a surplus of \$470,084. This Resolution restricts the actual surplus specifically for use in repairing the seawall.

Recommended Motions: I move to approve Resolution No. -08-13, restricting the surplus Marina Lawsuit funds for use in repairing the seawall.

Exhibit "I"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 21, 2013

Agenda Item No. Tab 12

Agenda Title: Award of Contract for Lake Park Harbor Marina Seawall Joint Sealing-Demonstration (Chemical Grouting), RFP No. 103-13 to Stable Soils of Florida

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business, Other, Consent Agenda, Old Business

Approved by Town Manager [Signature] Date: 8/8/13

Richard Pittman/Project Manager Name/Title

Table with 3 columns: Originating Department (Public Works), Costs (\$19,044.63), Attachments (Bid Tabulation, Bid Document, Bid Submittals), Advertised status, and notification details.

Summary Explanation/Background: In April, 2013 the Town Commission approved an agreement with Simmons and White Engineers to perform consultant services for the remedial sealing of the seawall joints...

- 1. Placement of filter fabric at up to 13 panel joints on the land side of the seawall, backfill and compaction.

2. Excavation and injection of chemical grout at up to four seawall panel joints on the land side of the seawall, install wall drain, backfill and compact.
3. Injection of chemical grout at up to four piling (two joints/pile) on the water side of the seawall.

Bids for the filter fabric placement method were solicited as RFP Bid No. 102-13. Bids for the two methods of chemical grout injection were solicited as RFP Bid No. 103-13. Each method of repair is being termed "demonstration". At the conclusion of the three demonstrations, Simmons and White will evaluate which methodology best addresses the deficiencies compared with the associated costs. Simmons and White's recommendation will form the basis of a Request for Proposal (RFP) that will be advertised to complete repairs throughout the entire Marina where a paver brick walkway is adjacent to the seawall.

The RFP Bid No. 103-13 consists of specifications and details for paver brick removal and excavation along 56 feet of seawall and injection of chemical grout at panel joints. This 56 foot section is north of the Marina office building. Three void locations under the brick pavers have been identified either by the use of ground penetrating radar or by observation of paver brick settlement. Excavation will be performed in a manner to determine if undetected voids are discovered. The bid allots for up to eight joints or piling to be grouted. Wall drains will be installed to compensate for water tight joints. Backfill and compaction will be accomplished in a prescribed manner. Replacement of the paver brick is not included in the contract. Based upon the effectiveness of the remediation project, alternate walkway designs may be contemplated.

Five contractors whose line of work is similar to requirements of the project were invited to bid the project. Two bids were received (see attached bid tabulation). Stable Soils of Florida submitted the low base bid in the amount of \$17,094.63. Stable Soils of Florida has been in business for more than five years performing work associated with grout injection.

The bid includes a price for Alternate 1, removal of flowable fill concrete if found during excavation. This Alternate 1 if needed will be paid on a cubic yard basis estimated to be three cubic yards. Staff recommends award of the contract to Stable Soils of Florida and to include Alternate 1 in the amount of \$1,950.00 in the awarded contract amount. The recommended awarded contract amount is \$19,044.63 (\$17,094.63 + 1,950.00).

A contingency amount of \$1,900.00 (10 percent of the awarded contract price) is also recommended.

In addition to contracting with Stable Soils of Florida, Simmons and White, Ardaman and Associates, and Al Gargiulo, P.E. will monitor the construction during the demonstration work. The funds for construction inspection services have been included in the Simmons and White contract.

Recommended Motion: I move to approve contracting with Stable Soils of Florida in the amount of \$19,044.63 to perform the requirements of Bid No. 103-13 and to establish a contingency of \$1,900.



Exhibit "J"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 21, 2013 Agenda Item No. *Tab 13*

Agenda Title: RESOLUTION APPOINTING A COMMISSIONER TO THE AUDIT COMMITTEE AND AUTHORIZING THE TOWN MANAGER TO IDENTIFY AND APPOINT TWO INDEPENDENT VOLUNTEERS TO THE COMMITTEE

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* Date: *8/17/13*

Blake K. Rane Finance Director
Name/Title

Originating Department: <p style="text-align: center;">FINANCE</p>	Costs: \$ -0- Funding Source: Acct. # <input checked="" type="checkbox"/> Finance ___ BKR _____	Attachments: Resolution No. ___-08-13 Florida Statute 218.391
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ___ OR Not applicable in this case ___ BKR _____ Please initial one.

Summary Explanation/Background:

The contract with the Town's external independent auditor has expired with the Fiscal Year 2012 audit. A Request for Proposals (RFP) has been issued for external auditing services. Pursuant to Florida Statute, the Town must appoint an audit committee to evaluate the proposals received and to make a recommendation to the Town Manager and the Town Commission.

Recommended Motions:

I move to approve Resolution No. *24*-08-13, appointing _____ to the Lake Park Audit Committee and directing the Town Manager to identify and appoint a minimum of two other independent and qualified individuals from governmental agencies to serve with him/her.

TAB 4



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Commission Workshop
Monday, August 26, 2013, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **DISCUSSION:**
Master Coordination of the Western Community
- **Developed commercial property**
 - **Developed industrial property**
 - **Army Reserve Center**
 - **Vacant parcels**
 - **Areas still served by septic sewer**
 - **Roadway improvements**
 - **Conservation area**
 - **Future train station**
- D. **ADJOURNMENT**



Minutes
Town of Lake Park, Florida
Commission Workshop
Monday, August 26, 2013, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Commission Workshop on Monday, August 26, 2013 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, and Town Clerk Vivian Mendez.

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

C. DISCUSSION:

Master Coordination of the Western Community

- **Developed commercial property**
- **Developed industrial property**
- **Army Reserve Center**
- **Vacant parcels**
- **Areas still served by septic sewer**
- **Roadway improvements**
- **Conservation area**
- **Future train station**

Town Manager Sugerman introduced and explained the purpose of the workshop and what topics would be covered.

Community Development Department Director Nadia DiTommaso gave a PowerPoint presentation (see attached Exhibit "A").

The Commission discussed roadway and transit improvements, County thoroughfare plan in the Western Area of the Town and the effect it will have on development.

Vice-Mayor Glas-Castro suggested that a thoroughfare plan be added to the Town's Comprehensive Plan.

The Commission discussed the importance of building the Park Avenue Extension and intersection of Dixie Highway and Park Avenue.

Vice-Mayor Glas-Castro suggested that the Town do a sketch of a train station on the parcel located south of the Fire Station on Park Avenue in order to be able to show the Town's vision for the site.

The Commission stated support for locating a train station on the Town owned property south of the Fire Station on Park Avenue.

Commissioner O'Rourke discussed areas still served by septic sewer.

Town Manager Sugerman explained that the Town does not provide sewer service and that this service is provided by the Seacoast Utility Authority (Seacoast). He stated that he has spoken with Seacoast regarding providing sewer service to these areas. He explained that the Town does not pay for the project, but the property owners that receive the benefit will pay for the project. He explained that it can be done as a twenty (20) year bond issue and the Town would be the conduit for the bond and Seacoast would be doing the design, construction and installation and the Town would be responsible for billing the property owners for the benefit.

The Commission reached consensus to direct the Town Manager to begin discussion with the Seacoast Utility Authority for development of wastewater/sanitary lines to the area still served by septic sewer.

The Commission discussed the Silver Beach Road improvements.

The Commission reached consensus to direct the Town Manager to write a letter of support regarding the Silver Beach Road improvements and installation of a roundabout as designated in the design plan.

The Commission reached consensus to continue to pursue and participate in discussions regarding locating a train station within the Town.

The Commission reached consensus to continue to work with Palm Beach County regarding the alignment and extension of Park Avenue.

Vice-Mayor Glas-Castro suggested that staff, Planning and Zoning Board Members that are planners, and herself form a task force to work on concepts and drawings, prioritize objectives, and develop a vision for the development of Silver Beach Road, Dixie Highway, Park Avenue and 10th Street area.

The Commission reached consensus to support Vice-Mayor Glas-Castro's suggestion and a presentation would be made to the Commission when completed.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:32 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

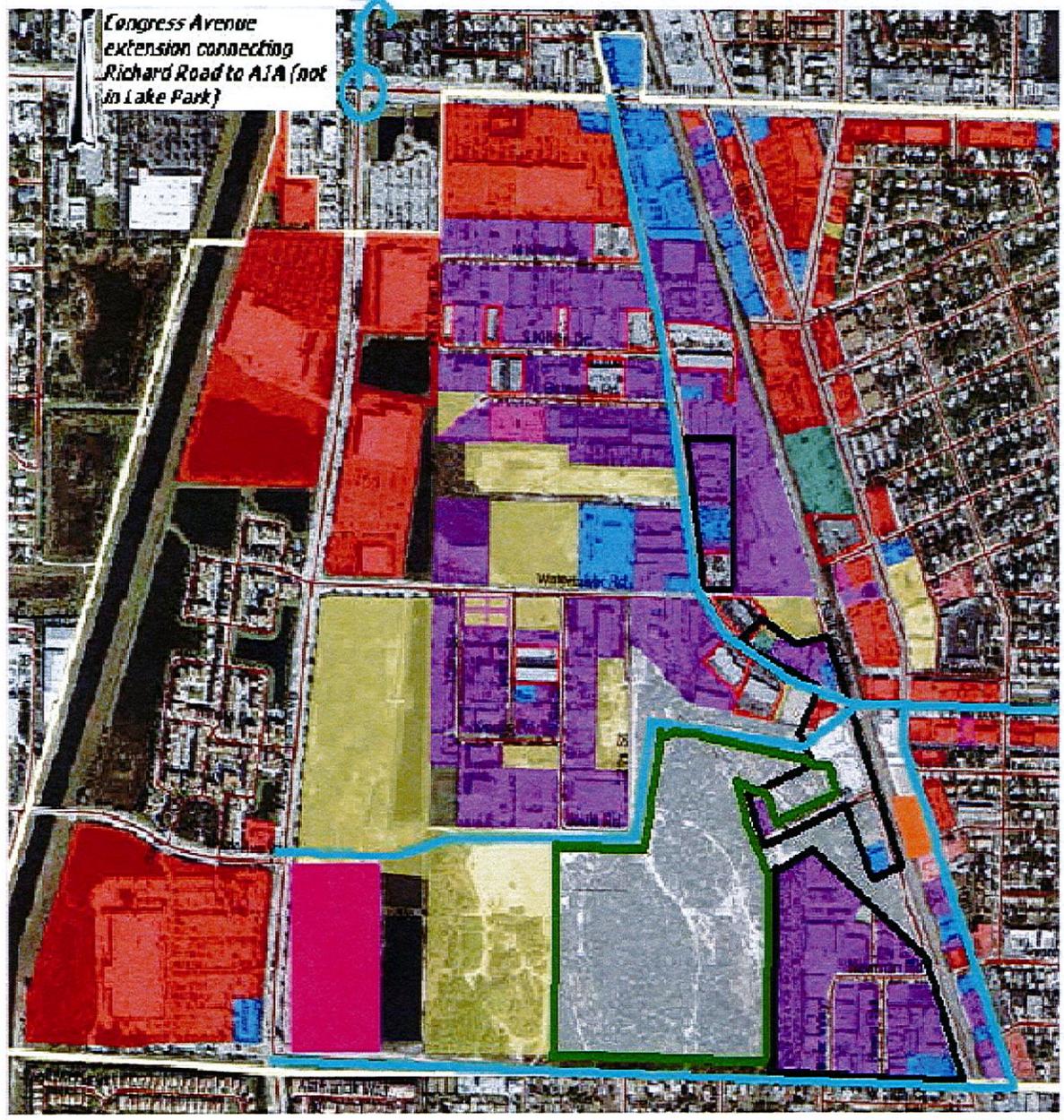
Town Seal

Approved on this _____ of _____, 2013

Exhibit "A"

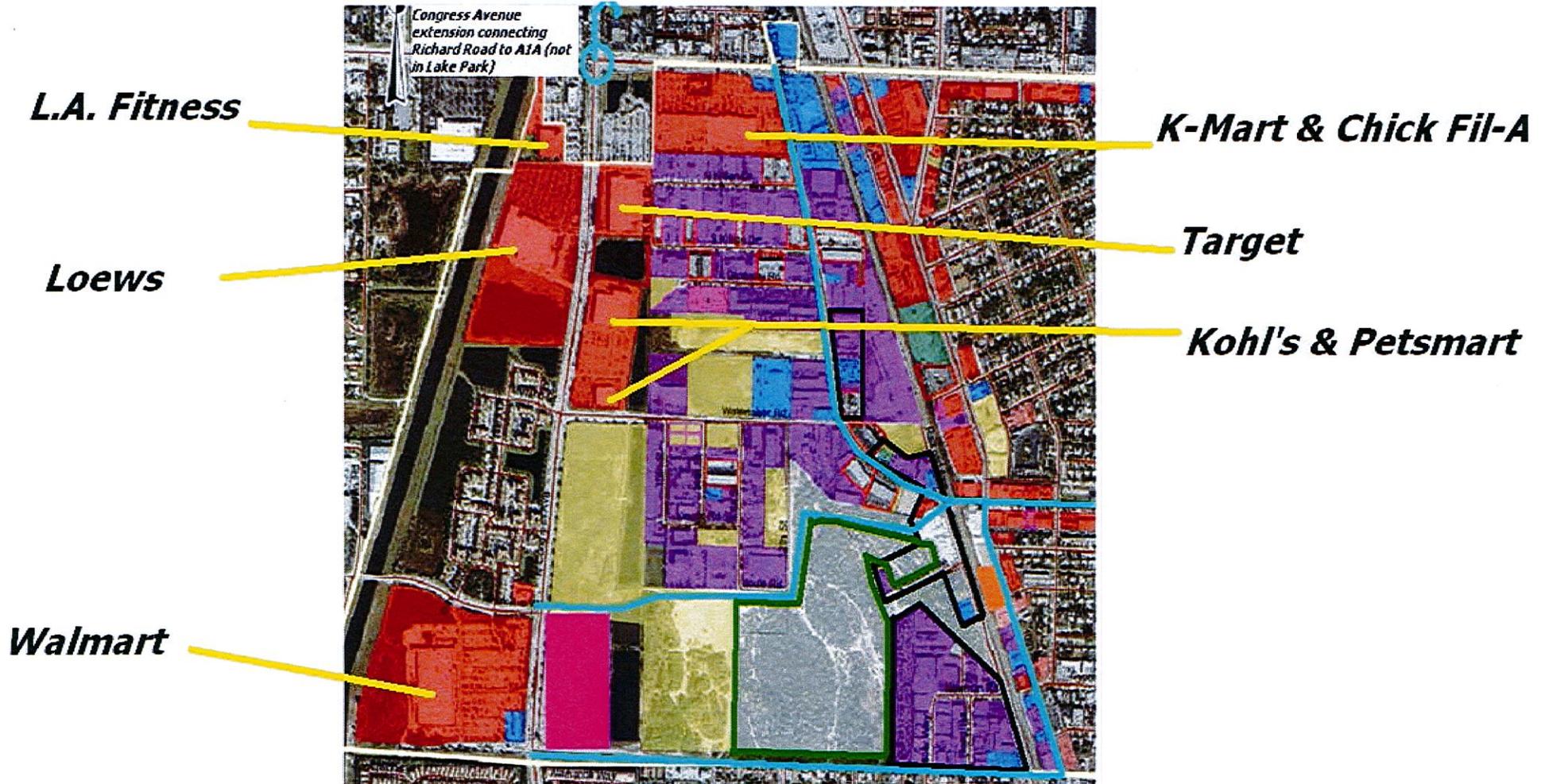
LEGEND

- Developed Commercial Properties
- Developed Industrial Properties
- Army Reserve Center
- Vacant Parcels
- Areas still served by Septic
- Roadway Improvements (contingent on PBC and Town funds)
- Conservation Area
- Future Train Station

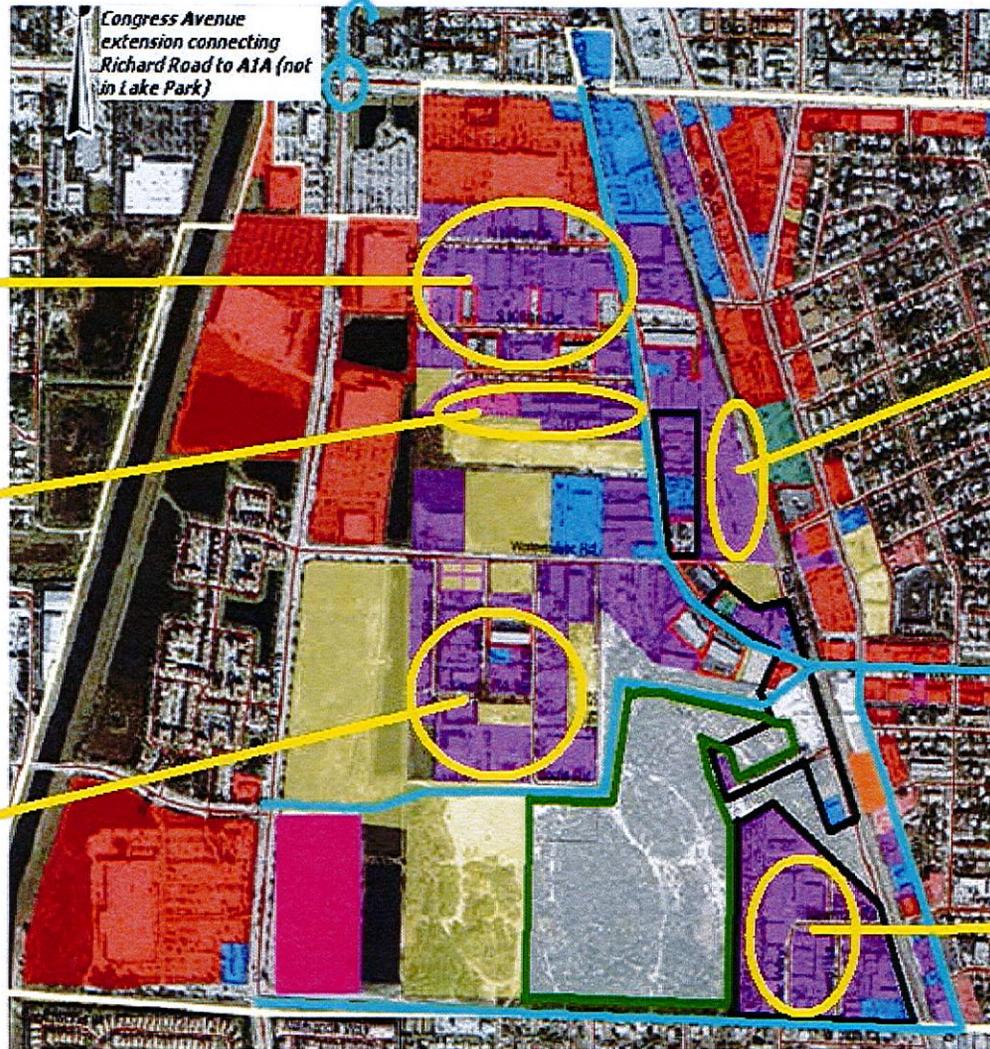


Western Area Components Map

Developed Commercial



Developed Industrial



**Northlake
Business
Park**

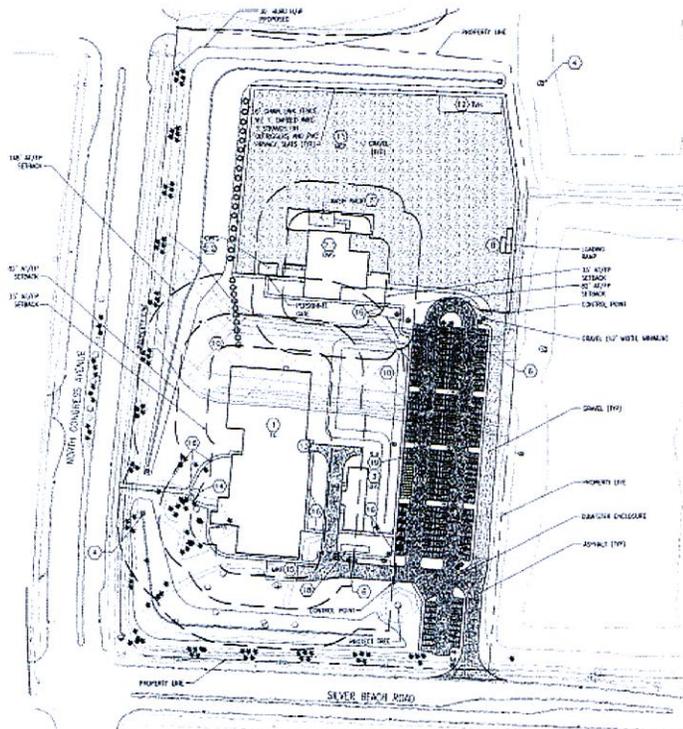
**Gateway
Industrial
Park**

**Water Tower
Industrial Park**

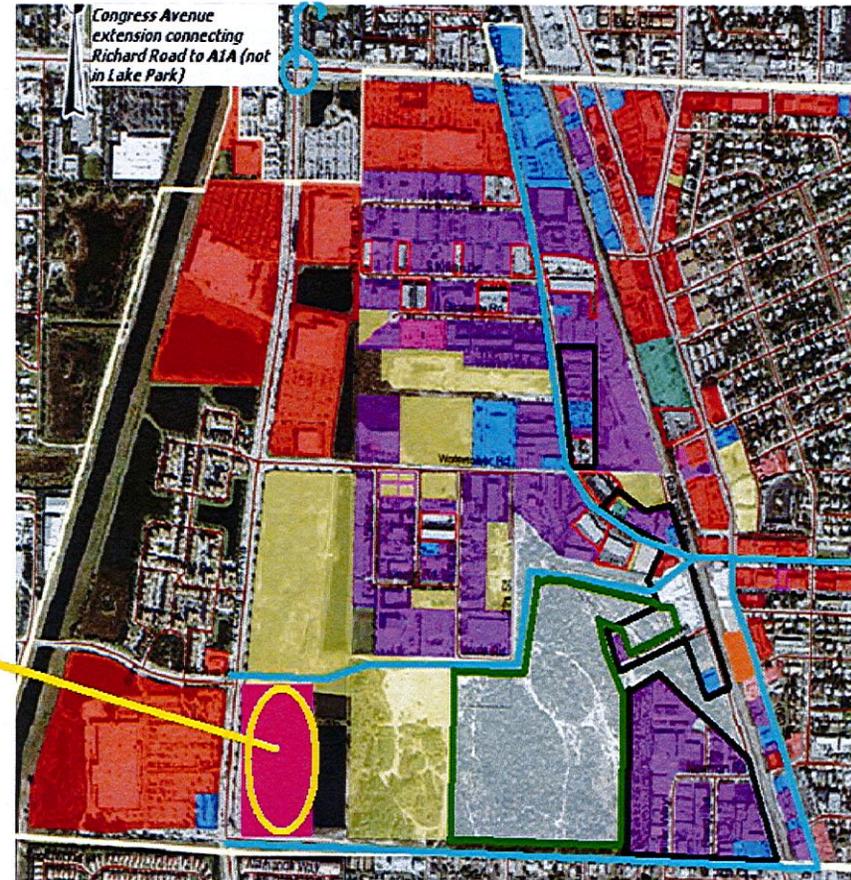
**Rinker/Cemex
Materials
(801 Railroad
Avenue)**

**Tri-City
Industrial Park**

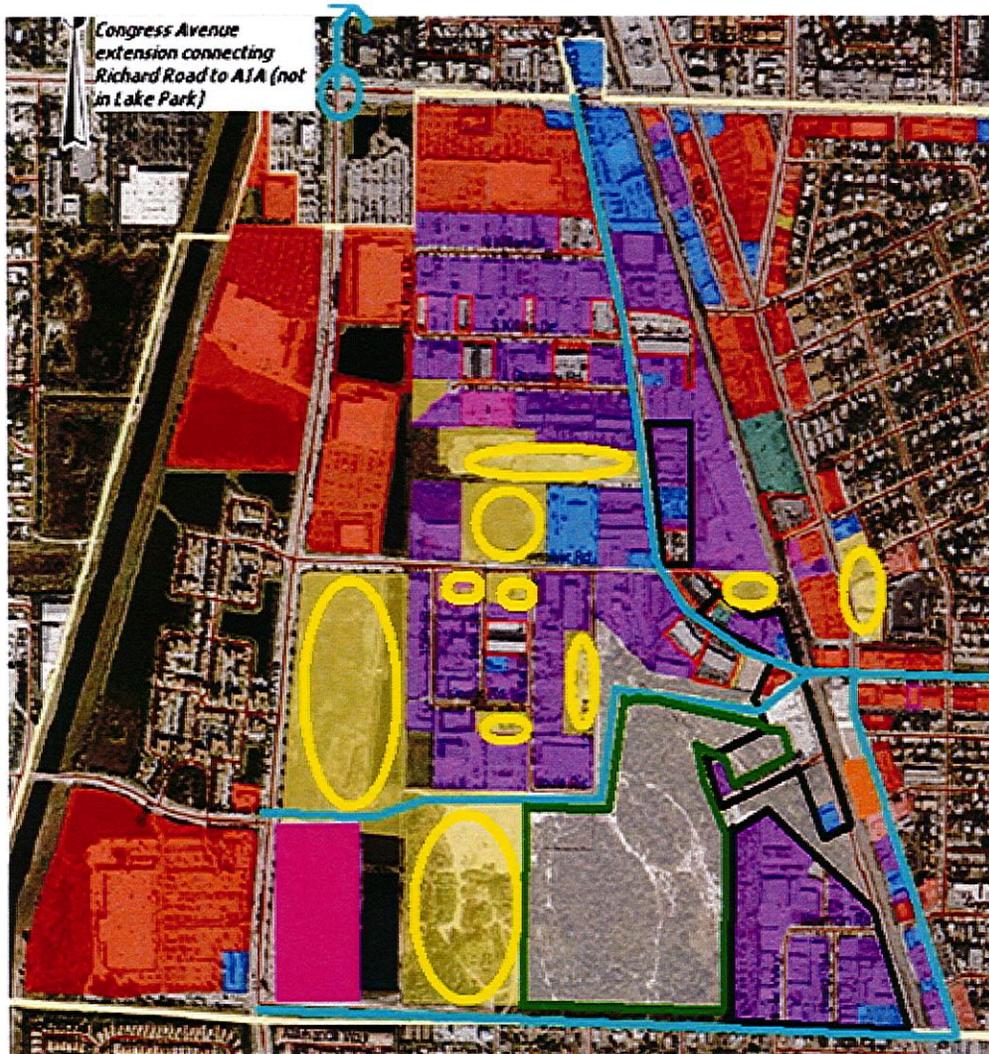
Army Reserve Center



Army Site



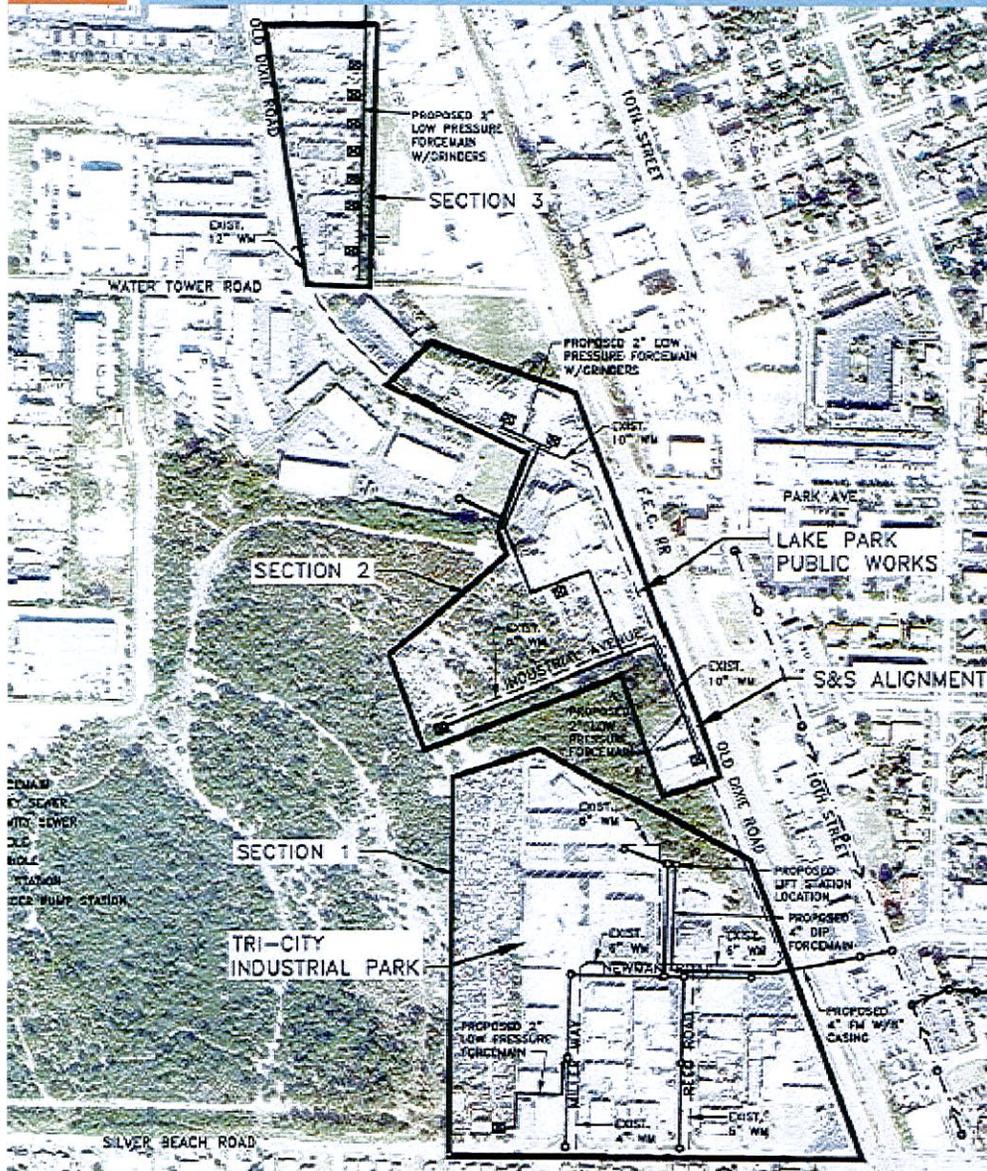
Vacant Parcels



Lot Size

Land Use/Zoning

Areas still served by Septic



Budget-level cost estimate for public sewer systems for each area that would require individual property owner assessments
(prepared in October 2012):

**Tri-City Industrial Park:
\$990,120**

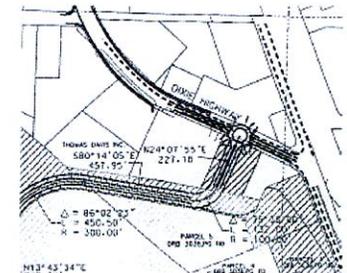
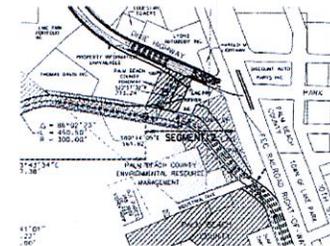
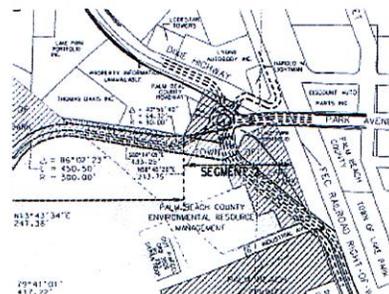
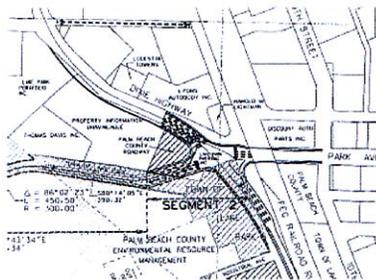
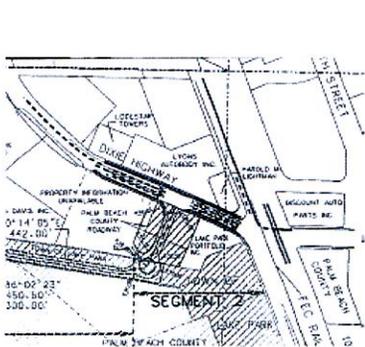
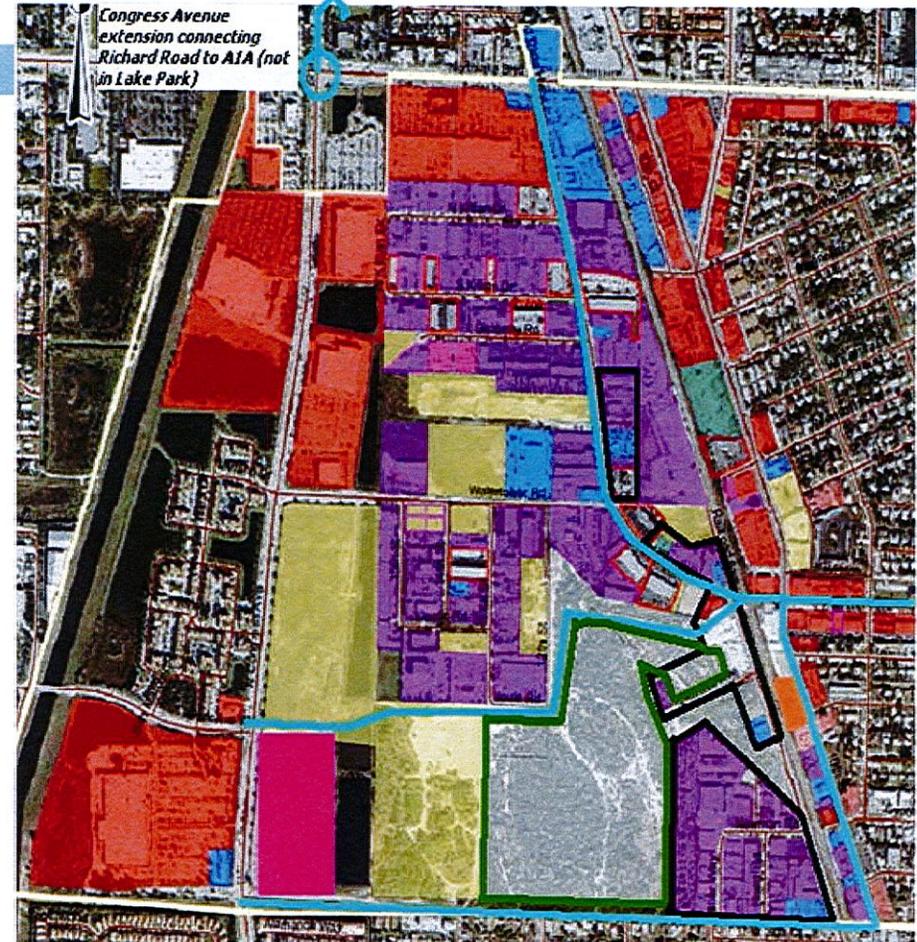
**Lake Park Public Works:
\$120,930**

**Commercial Area at Water Tower Road and Old Dixie Highway:
\$51,150**

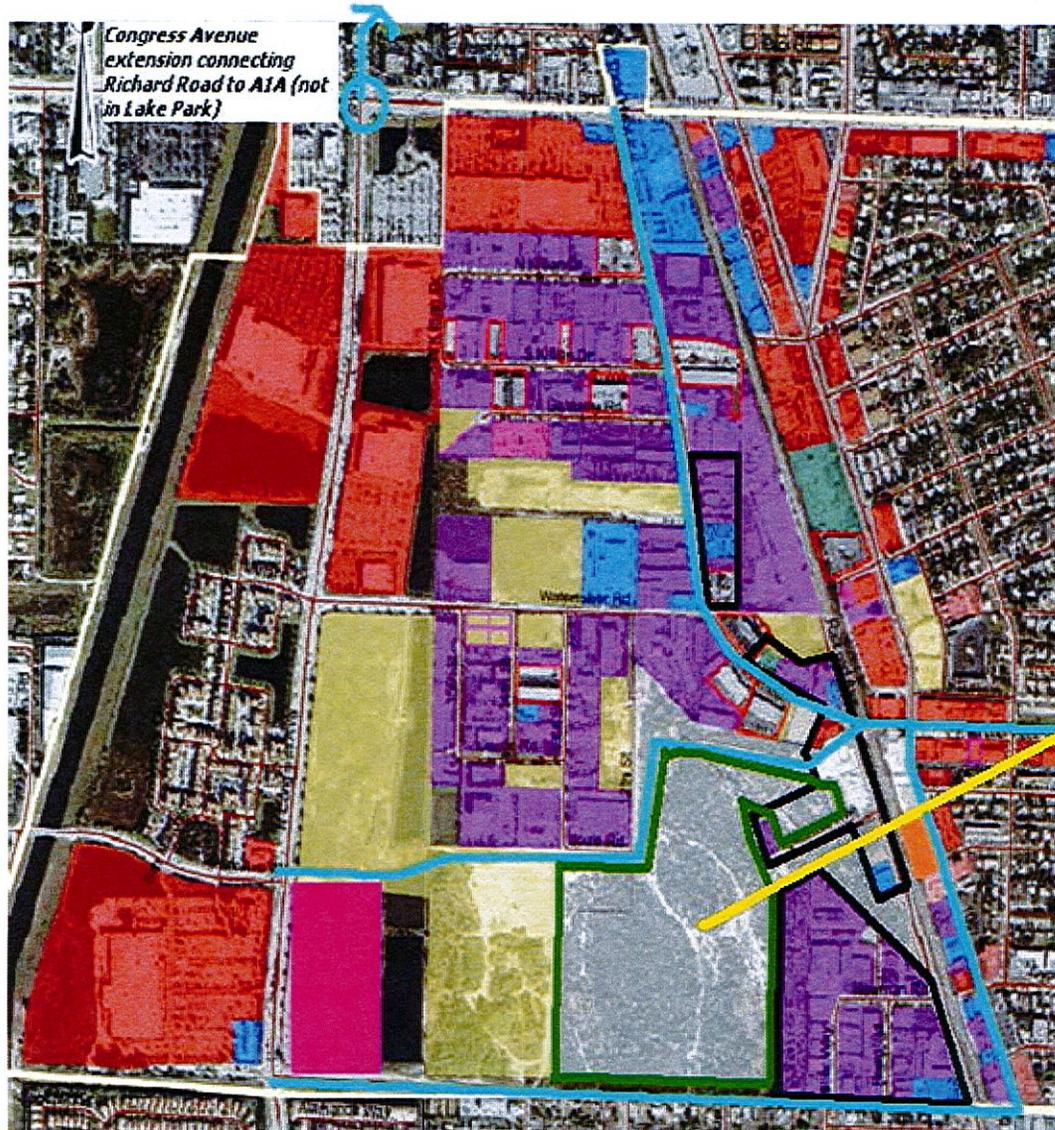
TOTAL: \$1,162,200

Roadway Improvements

- ❖ Silver Beach Road
- ❖ Old Dixie Highway
- ❖ Congress Avenue (north of Northlake)
- ❖ 10th Street
- ❖ Park Avenue extension



Conservation Area



**Palm Beach
County Scrub Site**

Train Station Site

1/2-Mile Station Area

Jobs

people employed (2013)**
2,730

new jobs***
310

Housing

total residents (2013)**
2,930

new housing units*
—

value of new housing*
\$0

New Commercial

new development (sq. ft.)*
94,000

value of new development**
\$7,500,000

New Revenue

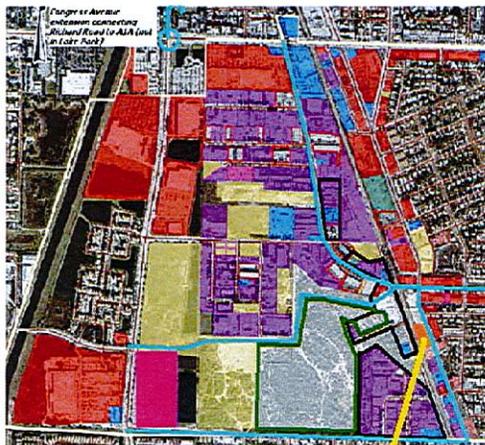
ad valorem
\$100,000

non ad valorem
\$18,000

* Estimated for 2015-2025
with station

** FDOT SERPM Model (6.5.2)

*** Tri-Rail Coastal Service
Station Area Market and
Economic Analysis, April
2013



Train Station Site



proposed station ● community ● retail ● residential ● industrial ● vacant

Strengths and Opportunities

- Approximately 100 acres of vacant industrial land west of the station preserved as a conservation area.
- Diverse mix of residential development within walking distance of the station.
- Good pedestrian access to existing development east and south from the proposed station.
- Municipal offices located near the station serve as a regional destination.
- Development initiatives in place support TOD.
- Redevelopment opportunity of 5.3-acre parcel of vacant land to be by the Town of Lake Park.

Weaknesses and Barriers

- Industrial zoning limits opportunity for transit-oriented infill or redevelopment to the west of the station.



OPEN DISCUSSION

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **September 10, 2013**

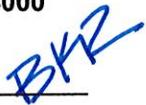
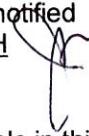
Agenda Item No. **Tab 5**

Agenda Title: Extension of Landscape Maintenance Agreement with Chris Wayne and Associates, Inc. for the Lake Park Harbor Marina

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager  Date: 8/28/13

James C. Hart, Marina Director
Name/Title 

Originating Department: Lake Park Harbor Marina	Costs: \$34,889.00 Funding Source: Acct. 800-34000 <input checked="" type="checkbox"/> Finance <u></u>	Attachments: Letter from Chris Wayne and Associates and Monthly Landscape Maintenance Agreement for Lake Park Harbor Marina
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>JH</u>  or Not applicable in this case Please initial one.

Summary Explanation/Background:

The current contract with Chris Wayne and Associates, Inc. (CWA) for the performance of landscaping maintenance at the Lake Park Harbor Marina expires on September 30, 2013. CWA has offered to continue to provide such services for a period of one year commencing on

Monthly Landscape Maintenance Agreement For Lake Park Harbor Marina

Overview

CWA offers to provide the Town of lake Park 921 Park Avenue, Lake Park, Florida 33403, lawn and landscape maintenance services for a period of one year beginning on October 1, 2013 and ending on September 30th 2014. CWA agrees to hold their price for a period of one year with the option to renew for an additional one year at this held price. Services are as outlined below. All other work shall be considered additional services and provided as mutually agreed upon. Service location is at the following address: 105 Lake Shore Drive, Lake Park, FL 33403

Landscape Maintenance Services

- Provide landscape maintenance services no less than once a week.
- Mow weekly April through October and 3 times a month from November through March. Grass shall be maintained in accordance with Best Management Practices for specific grass.
- Weed all plant beds; maintain a clean edge between sod and mulched bed line. (Contractor may use low spectrum herbicide such as Rhodeo or Roundup for routine weed control.)
- Provide broad leaf weed and pest control to Bermuda turf area adjacent to building.
- Maintain entire site free of debris, trash, clippings, branches, etc.
- Hedge all shrubs in a clean, neat and professional manner, removing and disposing of all clippings.
- Edge all turf edges abutting curbs, flush paved surfaces including all road curbs, shrub beds, flower beds, ground cover beds, hedges and around trees where a mulch bed exists at base.
- Tree and Palm Trimming- Maintain all trees and palms to 20' free of dead fronds, branches, and maintain in a neat and tidy order. Remove and dispose of all debris from tree trimming process.
- Blowing/Clearing- CWA shall use a blower to clear curbs along roadways, to ensure a neat, clean appearance after each maintenance operation.
- Irrigation- At all locations CWA shall perform routine wet checks to inspect for proper operation of irrigation system. CWA shall make minor repairs as needed (such as head and nozzle replacement, minor pipe brakes, clean outs and adjustments.) CWA shall bill Town labor (Irrigation Technician 55.00 per hr.) plus materials (material cost + 20%) CWA shall repair and replace at its expense any damage to irrigation system caused by CWA's landscape maintenance activities.

Supervision

Contractor shall provide a trained supervisor and company representative on site that shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.

Compensation

CWA shall be paid an annual amount of 34,889.00 a monthly payment of **\$2,907.42** due on the 10th of each month.

Additional Services

Irrigation and landscape design, new construction as well as repairs not caused by CWA's service activities, mulching, sodding, pest control, annuals and fertilization shall be considered additional services and shall be provided on an as needed basis. Contractor shall submit proposal for approval prior to providing service.

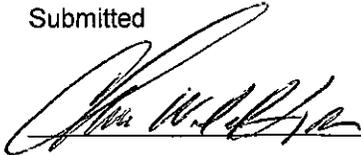
Warranty

Damages to site from fire, acts of God, or negligence by others shall not be the responsibility of Contractor.

All payments shall be cash, money order, or checks payable to CWA.

We look forward to providing you with high quality landscape maintenance services.

Submitted



Chris Wayne and Associates, Inc.

Date: 7/17/2013

Accepted

Client signature

Date: _____

Print Name and Address:

Phone/Fax Number:



15863 97th Dr. N. Jupiter, FL 33478

July 10, 2013

Mr. James Hart
Harbor Marina Manager
105 Lake Shore Drive
Lake Park, FL 33403

RE: Continued Landscape Maintenance Service at the Lake Park Harbor Marina

Dear Mr. Hart

CWA would be honored to continue providing landscape maintenance service for the Lake Park Harbor Marina. Service shall be provided in accordance with 2012-2013 maintenance agreement and shall be for the period October 1, 2013 thru September 30th 2014. Price for this service shall remain the same, \$34,889.00 annually (2,907.42 per month).

Please find enclosed with this letter (3) signed by CWA Maintenance Agreements for your use. Please let me know if I can be of any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Dellago".

Chris Dellago, RLA
President

Ordinance
on
Second
Reading

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

Agenda Item No. Tab 6

Agenda Title: APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-111(B)(1) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO CREATE A MAXIMUM FRONT YARD FENCE HEIGHT OF SIX FEET FOR MULTI-FAMILY STRUCTURES GREATER THAN THREE STORIES WITH PARKING AREAS FACING THE STREET

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
 BOARD APPOINTMENT OLD BUSINESS
 PUBLIC HEARING ORDINANCE ON 2nd READING
 NEW BUSINESS
 OTHER: _____

Approved by Town Manager  Date: 8/28/13

Nadia Di Tommaso / Community Development Director 
Name/Title

Originating Department: Community Development	Costs: Legal Ad (\$309.60 for three Ordinances) Funding Source: Town Clerk Acct. #106-48100 <input checked="" type="checkbox"/> Finance <u></u>	Attachments: → Staff Report → Ordinance 11-2013 → Legal Ad
Advertised: Date: 08-31-2013 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Please refer to the Staff Report.

Recommended Motion: I move to ADOPT Ordinance 11-2013 on second reading.

Town of Lake Park Community Development Department



Meeting Date: September 10, 2013
2nd Reading

Nadia Di Tommaso
Community Development Director

To: Town Commission

Re: **Changes to Section 78-111**
Multi-Family Front Yard Fence Height Provisions

Town Commission 1st Reading (August 21, 2013): **Approved unanimously (4-0).**

Planning and Zoning Board Recommendation (August 5, 2013): **Approved unanimously (4-0) with the addition of the "greater than three stories" provision to the proposed language.**

I have come across what I believe to be a problem in the Code that needs to be fixed. The problem is in regards to the fence/wall height requirements for multi-family structures. The current Code contains regulations for fences/walls in 'residential' and commercial districts. Multi-family structures are located within the 'residential' districts. The regulations limit the height of front yard fences in the residential districts to 40 inches with an additional 6 inches for decorative caps. While these regulations are suitable for single-family and duplex lots, and may also be suitable for two or three-storey multi-family structures that are newly developed, or developed with interior parking areas, the regulations are not appropriate for higher intensity (more than three-story) multi-family buildings with parking areas facing the street. Generally, these types of multi-family buildings require front yard security which is accomplished through a combination of landscaping with a fence and a gate. Consequently, staff is recommending a modification to the Town's Code of Ordinances to provide for an increased height limitation for multi-family residential structures with parking areas facing the street as follows:

Sec. 78-111. In residential areas.

- (b) *Front yard walls and fences.* Front yard walls and fences are those that are located, erected, constructed, reconstructed or altered along the front property line and along the side property line between the front building line and front property line to enclose the front yard.
- (1) *Front yard fences.* The maximum height of front yard fences shall be 40 inches above grade level. Poles and decorative caps may extend an additional six inches above the top of the wall or fence to a maximum of 46 inches in height above grade level. *Multi-family buildings greater than three-stories with parking areas facing the street shall have a maximum front yard fence height of six feet and shall be set back a minimum of three feet or sufficiently to include a landscaped strip between the fence and the street right-of-way line.* Front yard fences may be constructed of the following materials: painted/stained wood pickets, painted wrought iron, or painted aluminum. Front yard fences may not be constructed of chainlink fabric, chicken wire or unpainted/unstained wood material.

Several condominium buildings which are more than three stories along Lake Shore Drive already have five or six foot high fences/gates which were permitted long ago. Throughout time, the regulations have been modified; however, this has only recently come to staff's attention. The amendment recommended by staff would provide for a commonly accepted security practice for the condominium buildings along Lake Shore Drive that are designed with parking areas adjacent to the street, whereby a combination fence/gate at a maximum height of six feet is a common practice. Staff's intent is to allow what appears to have been permitted many years ago.

STAFF RECOMMENDATION: I MOVE TO ADOPT ORINANCE NO. 11-2013 on second reading.

ORDINANCE NO. 11-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE IV, SECTION 78-111(b)(1) OF THE TOWN'S CODE OF ORDINANCES ESTABLISHING STANDARDS FOR THE FENCE HEIGHT OF MULTI-FAMILY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to land development and zoning, which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town's Community Development Department has recommended amendments to Sections 78-111(b)(1) of the Code of Ordinances, known as the Zoning Code; and

WHEREAS, the amendments to the Zoning Code add front yard fence height requirements for multi-family structures; and

WHEREAS, the Town's Planning and Zoning Board has reviewed the proposed amendments to the Town's Code of Ordinances and has provided its recommendations to the Town Commission; and

WHEREAS, the Town Commission has determined that the recommended amendments would further the public's health, safety and general welfare.

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

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

Section 2. Chapter 78, Article IV, Section 78-111(b)(1) is hereby amended to add the following definitions, as follows:

Sec. 78-111. In residential areas.

(b)

Front yard walls and fences. Front yard walls and fences are those that are located, erected, constructed, reconstructed or altered along the front property line and along the side property line between the front building line and front property line to enclose the front yard.

(1)

Front yard fences. The maximum height of front yard fences shall be 40 inches above grade level. Poles and decorative caps may extend an additional six inches above the top of the wall or fence to a maximum of 46 inches in height above grade level. *Multi-family buildings greater than three-stories with parking areas facing the street shall have a maximum front yard fence height of six feet and shall be set back a minimum of three feet or sufficiently to include a landscaped strip between the fence and the street right-of-way line.* Front yard fences may be constructed of the following materials: painted/stained wood pickets, painted wrought iron, or painted aluminum. Front yard fences may not be constructed of chainlink fabric, chicken wire or unpainted/unstained wood material.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

RECEIPT

Ad Name: 249471A

Ad ID: 249471

Original Ad ID:

Start: 08-31-2013
Stop: 08-31-2013
Issues: 1
Words: 364
Dimension.. 1 X 90
Color:

Editions:
PB Post
PB Post Web

LEGAL NOTICE OF PROPOSED ORDINANCE

TOWN OF LAKE PARK
Please take notice that on Tuesday, September 10, 2013 at 6:30 a.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 115 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

ORDINANCE NO. 11-2013
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE IV, SECTION 78-111(H)(1) OF THE TOWN'S CODE OF ORDINANCES, ESTABLISHING STANDARDS FOR THE FENCE HEIGHT OF MULTI-FAMILY STRUCTURES, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 12-2013
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VI, SECTION 78-184 OF THE TOWN'S CODE OF ORDINANCES, CREATING CERTAIN REQUIREMENTS FOR THE SUBMISSION OF SPECIAL EXCEPTION USE APPLICATIONS, PROVIDING FOR A REQUIREMENT FOR CERTIFIED MAIL COURTESY NOTICES TO OWNERS OF PROPERTY WITHIN 100 FEET OF A PROPOSED SPECIAL EXCEPTION USE, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 13-2013
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V, SECTION 78-144 OF THE TOWN'S CODE OF ORDINANCES TO AUTHORIZE AND ENCOURAGE THROUGH INCENTIVES THE PROVISION OF CROSS ACCESS AND JOINT ACCESS EASEMENTS BETWEEN THE OWNERS OF TWO OR MORE PROPERTIES, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.
If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-281-3311, Vivian.Mendez@CLC.Town.Clerk.Town.of.Lake.Park.Florida
PUB: The Palm Beach Post
8-23-2013 117026

Ad shown is not actual print size.

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

Agenda Item No. Tab 7

Agenda Title: APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-184 OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO ADD A CERTIFIED MAIL REQUIREMENT AND SUBMITTAL REQUIREMENTS FOR SPECIAL EXCEPTION USE APPLICATIONS

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
 BOARD APPOINTMENT OLD BUSINESS
 PUBLIC HEARING ORDINANCE ON 2nd READING
 NEW BUSINESS
 OTHER: _____

Approved by Town Manager  Date: 8/28/13

Nadia Di Tommaso / Community Development Director
 Name/Title 

Originating Department: Community Development	Costs: Legal Ad (\$309.60 for three Ordinances) Funding Source: Town Clerk Acct. #106-48100 <input checked="" type="checkbox"/> Finance <u>BXR</u>	Attachments: → Staff Report → Ordinance 12-2013 → Legal Ad
Advertised: Date: 08-31-2013 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Please refer to the Staff Report.

Recommended Motion: I move to ADOPT Ordinance 12-2013 on second reading.

Town of Lake Park Community Development Department



Meeting Date: September 10, 2013
2nd Reading

Nadia Di Tommaso
Community Development Director

To: Town Commission

Re: **Changes to Section 78-184**
*Noticing and Submittal Requirements
for Special Exception Use Applications*

Town Commission 1st Reading (August 21, 2013): **Approved unanimously (4-0).**

Planning and Zoning Board Recommendation (August 5, 2013): **Approved unanimously (4-0).**

The Town Staff and the Commission have discussed the Town Code's noticing requirements (or lack thereof) pertaining to Special Exception Use applications. Section 55-64 of the Code pertaining to development applications of the Planning and Zoning Board, requires a certified mail notice to property owners within 300 feet (commonly referred to as a "courtesy" notice) of a proposed development application. This notice provision requires an Applicant who has made application to the Town for a development application to notify property owners within 300 feet of the property which is the subject of the application of the dates and times that a public hearing will be held to consider the application. Staff has previously determined that this provision does not necessarily apply to applications for a special exception use given that development applications are specifically referenced in the Site Plan criteria of the land development section of the Code. Consequently, Section 78-184 of the Town's Code of Ordinances which is entitled "Criteria for special exception", does not require a certified mail notice to property owners within 300 feet of a proposed special exception use because being that the Code does not currently identify these applications as development applications and lacks submittal requirement criteria. This being said, special exception use applications, because of their nature, often impact properties within 300 feet of the use to an even greater extent than a permitted use. Accordingly, it is appropriate to require a courtesy notice to property owners within 300 feet of a proposed special exception use. To do so, it will be necessary to extend the requirements of Sections 55-64 to Section 78-184 of the Town Code which deals with Special Exception Use applications.

The Town Commission, at prior public meetings, has also discussed the necessity of requiring Site Plans for owners of properties who propose to locate a special exception use on their property. To do so, it will also be necessary to extend Section 67-37 and 67-38 of the Town Code to incorporate this requirement into Section 78-184 which handles Special Exception Use applications. The text of the language to be added at an appropriate location within Section 78-184 is shown below:

Section 78-184. Application requirements and criteria for the evaluation of special exception uses.

A. Application requirements

The applicant shall be required to submit the following as part of a special exception use application:

- (1) In accordance with Section 67-38 of the Code submit a location map identifying the general area of the proposed special exception use, including the area within a 300 foot radius of the subject property.**

- (2) A Site Plan which identifies the site characteristics of the property upon which the proposed special exception use is located. The Site Plan shall be inclusive of both interior and exterior activity notations. The Site Plan shall identify all proposed uses, provide square footage information, and demarcate the required parking spaces, including handicap parking for the property.
- (3) Aerial photographs of the subject property and abutting properties showing existing structures, terrain and vegetation as viewed from all lot lines and street lines of the application property. The photographs shall be clearly dated and labeled as to the location and direction from which the photographs were taken. The use of digital photography is preferred, in which case a disk containing those digital photographs shall also be provided.
- (4) Upon the determination of the Director of Community Development, the applicant may be required to submit additional data, studies, or site characteristics depending upon the type of use proposed.
- (5) A Statement of Use which explains the use that is proposed for the property, including any accessory uses.

(a)B. Criteria for the evaluation of special exception uses. A special exception use shall not be approved unless an applicant establishes that all of the following criteria are met:

- (1) The proposed special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.
- (2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.
- (3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.
- (4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.
- (5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
 - b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
 - c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.
- (6) That the proposed special exception use:
 - a. Does not significantly reduce light and air to adjacent properties.

- b. Does not adversely affect property values in adjacent areas.
- c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

C. Procedural requirements for special exception use applications.

1. Upon the determination of the Community Development Department that the special exception use application and the accompanying Site Plan are complete, it shall prepare a Staff Report evaluating the anticipated impacts of the proposed special exception use. Thereafter, the Community Development Department shall schedule a public hearing of the Planning and Zoning Board for its consideration of the application. It shall be the applicant's responsibility to provide a courtesy notice pursuant to Section 55-64 of the Code which notifies owners of property within 300 feet of the property which is the subject of the application for special exception use of the date and time that a public hearing of the Planning and Zoning Board and Commission's consideration of the proposed special exception use application.
2. The Planning and Zoning Board shall conduct a public hearing to consider the proposed special exception use. At that hearing, the Board shall receive any public comments, testimony and information from the Town staff, any affected third parties, and the public which is relevant to the application. At the conclusion of the hearing, the Planning and Zoning Board shall make a recommendation to the Town Commission.
3. Within a reasonable time after the Planning and Zoning Board meeting wherein it makes its recommendation to the Commission, and in accordance with the notice requirements of Section 55-64 of the Code and § 166.041, F.S., the Town shall provide for and publish a notice that a quasi-judicial public hearing will be held to consider the proposed special exception use application in accordance with the procedures set forth in section 2-2 of this Code.

D. Notice requirements.

1. Courtesy certified mail notice required. At the applicant's expense, a courtesy notice of the proposed special exception use and Site Plan shall be mailed by the town return receipt requested to the owners of record of properties within a radius of 300 feet of the property which is the subject of the application, at least ten days prior to the Planning and Zoning Board meeting and shall include the date of the Town Commission meeting. The notice shall state the date, time and place of the Planning and Zoning Board and Commission meetings, the name of the owner of the property, the name of the project and/or applicant, and a general written description of the request and the location, or specific street address of the property. Failure to receive such notice, however, shall not affect any action or proceeding taken thereon, nor is it intended to supplement the required notice provisions of state law for due process or any other purposes. A copy of the notice shall be retained for public inspection during regular business hours in the Town Clerk's office.

2. Newspaper notice. Notice of the meetings wherein the proposed special exception use application will be considered shall be published in a newspaper of general circulation in the Town at least ten days prior to the Planning and Zoning Board and Town Commission hearings. The notice of the proposed public meetings wherein the special exception use application and Site Plan will be considered shall state the date, time, and place of the meetings and general description of the special exception being proposed, as well as the place or places within the Town where the proposed special exception use application may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed special exception use application.

~~(b) E. Conditions. The Town Commission may impose such conditions of approval as it deems necessary to mitigate the adverse impacts of the proposed special exception use. The conditions may require the applicant to exceed the minimum zoning or land development regulations established by this Code. Conditions of approval may include, but are not limited to, the following Should the Town Commission determine that the proposed special exception use is not consistent with the criteria outlined hereinabove, it may either deny the application or impose such conditions of approval as it deems necessary to mitigate the adverse impacts of the proposed special exception use. The condition of approval may require the applicant to exceed the minimum zoning or land development regulations established by this Code. Conditions of approval may include, but are not limited to, the following:~~

- (1) Limit the manner in which the use is conducted, including restricting the time an activity may take place and/or restraints to minimize such effects as noise, vibration, air pollution, glare and/or odor.
- (2) Establish a special setback, open space requirement, and/or lot area or dimension.
- (3) Limit the height, size, and/or location of a building or other structure.
- (4) Designate the size, number, location and/or nature of access points (vehicle and pedestrian).
- (5) Designate the size, location, screening, drainage, type of surfacing material and/or other improvement of a parking and/or loading area.
- (6) Limit or otherwise designate the number, size, location, height and/or lighting of signs.
- (7) Require the use of, and designate the size, height, location and/or landscaping materials which may be necessary to screen, buffer, or protect adjacent properties from the potential adverse impacts of the special exception use. This may include designating standards for installation and/or maintenance of the facilities.

- (8) Require the protection and/or relocation of additional trees, shrubs, hedges, or other vegetation, water resources, wildlife habitat and/or other appropriate natural resources.
- (9) Require specific architectural details and/or design to produce a physical development which is compatible in appearance with the uses permitted by right in the zoning district.
- (10) Specify other conditions of approval to permit development of the special exception use in conformity with the intent and purpose of this Code and the Town's Comprehensive Plan.

(e) F. Enforcement. The violation of any conditions, when made a part of the terms under which the special exception use is approved, shall be deemed a violation of this chapter subject to enforcement under the provisions of this Code.

Recommended Motion:

STAFF RECOMMENDATION: I MOVE TO ADOPT ORINANCE NO. 12-2013 on second reading.

ORDINANCE NO. 12-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VI, SECTION 78-184 OF THE TOWN'S CODE OF ORDINANCES, CREATING CERTAIN REQUIREMENTS FOR THE SUBMISSION OF SPECIAL EXCEPTION USE APPLICATIONS; PROVIDING FOR A REQUIREMENT FOR CERTIFIED MAIL COURTESY NOTICES TO OWNERS OF PROPERTY WITHIN 300 FEET OF A PROPOSED SPECIAL EXCEPTION USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to land development and zoning, which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town's Community Development Department has recommended amendments to Section 78-184 of the Code of Ordinances; and

WHEREAS, the amendments to the Zoning Code add a certified mail courtesy notice requirement and certain requirements regarding the submission of applications for special exception uses; and

WHEREAS, the Town's Planning and Zoning Board has reviewed the proposed amendments to the Town Code of Ordinances and has provided its recommendations to the Town Commission; and

WHEREAS, the Town Commission has determined that the recommended amendments would further the public's health, safety and general welfare.

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

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

Section 2. Chapter 78, Article VI, Section 78-184 is hereby amended as follows:

Section 78-184. **Application requirements and criteria for the evaluation of special exception uses.**

A. Application requirements

The applicant shall be required to submit the following as part of a special exception use application:

- (1) In accordance with Section 67-38 of the Code submit a location map identifying the general area of the proposed special exception use, including the area within a 300 foot radius of the subject property.**
- (2) A Site Plan which identifies the site characteristics of the property upon which the proposed special exception use is located. The Site Plan shall be inclusive of both interior and exterior activity notations. The Site Plan shall identify all proposed uses, provide square footage information, and demarcate the required parking spaces, including handicap parking for the property.**
- (3) Aerial photographs of the subject property and abutting properties showing existing structures, terrain and vegetation as viewed from all lot lines and street lines of the application property. The photographs shall be clearly dated and labeled as to the location and direction from which the photographs were taken. The use of digital photography is preferred, in which case a disk containing those digital photographs shall also be provided.**
- (4) Upon the determination of the Director of Community Development, the applicant may be required to submit additional data, studies, or site characteristics depending upon the type of use proposed.**
- (5) A Statement of Use which explains the use that is proposed for the property, including any accessory uses.**

(a)B. Criteria for the evaluation of special exception uses. A special exception use shall not be approved unless an applicant establishes that all of the following criteria are met:

- (1) The proposed special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.
- (2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.
- (3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.
- (4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.
- (5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
 - b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
 - c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.
- (6) That the proposed special exception use:
 - a. Does not significantly reduce light and air to adjacent properties.
 - b. Does not adversely affect property values in adjacent areas.
 - c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
 - d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
 - e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

C. Procedural requirements for special exception use applications.

- (1) Upon the determination of the Community Development Department that the special exception use application and the accompanying Site Plan are complete, it shall prepare a Staff Report evaluating the anticipated impacts of the proposed special exception use. Thereafter, the Community Development Department shall schedule a public hearing of the Planning and

Zoning Board for its consideration of the application. It shall be the applicant's responsibility to provide a courtesy notice pursuant to Section 55-64 of the Code which notifies owners of property within 300 feet of the property which is the subject of the application for special exception use of the date and time that a public hearing of the Planning and Zoning Board and Commission's consideration of the proposed special exception use application.

- (2) The Planning and Zoning Board shall conduct a public hearing to consider the proposed special exception use. At that hearing, the Board shall receive any public comments, testimony and information from the Town staff, any affected third parties, and the public which is relevant to the application. At the conclusion of the hearing, the Planning and Zoning Board shall make a recommendation to the Town Commission.
- (3) Within a reasonable time after the Planning and Zoning Board meeting wherein it makes its recommendation to the Commission, and in accordance with the notice requirements of Section 55-64 of the Code and § 166.041, F.S., the Town shall provide for and publish a notice that a quasi-judicial public hearing will be held to consider the proposed special exception use application in accordance with the procedures set forth in section 2-2 of this Code.

D. Notice requirements.

1. Courtesy certified mail notice required. At the applicant's expense, a courtesy notice of the proposed special exception use and Site Plan shall be mailed by the town return receipt requested to the owners of record of properties within a radius of 300 feet of the property which is the subject of the application, at least ten days prior to the Planning and Zoning Board meeting and shall include the date of the Town Commission meeting. The notice shall state the date, time and place of the Planning and Zoning Board and Commission meetings, the name of the owner of the property, the name of the project and/or applicant, and a general written description of the request and the location, or specific street address of the property. Failure to receive such notice, however, shall not affect any action or proceeding taken thereon, nor is it intended to supplement the required notice provisions of state law for due process or any other purposes. A copy of the notice shall be retained for public inspection during regular business hours in the Town Clerk's office.
2. Newspaper notice. Notice of the meetings wherein the proposed special exception use application will be considered shall be published in a newspaper of general circulation in the Town at least ten days prior to the Planning and Zoning Board and Town Commission hearings. The notice of the proposed public meetings wherein the special exception use application and Site Plan will be considered shall state the date, time, and place of the meetings and general description of the special exception being proposed, as well as the place or places within the Town where the proposed special exception use application may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed special exception use application.

(b) E. Conditions. The Town Commission may impose such conditions of approval as it deems necessary to mitigate the adverse impacts of the proposed special exception use. The conditions may require the applicant to exceed the minimum zoning or land development regulations established by this Code. Conditions of approval may include, but are not limited to, the following Should the Town Commission determine that the proposed special exception use is not consistent with the criteria outlined hereinabove, it may either deny the application or impose

~~such conditions of approval as it deems necessary to mitigate the adverse impacts of the proposed special exception use. The condition of approval may require the applicant to exceed the minimum zoning or land development regulations established by this Code. Conditions of approval may include, but are not limited to, the following:~~

- (1) Limit the manner in which the use is conducted, including restricting the time an activity may take place and/or restraints to minimize such effects as noise, vibration, air pollution, glare and/or odor.
- (2) Establish a special setback, open space requirement, and/or lot area or dimension.
- (3) Limit the height, size, and/or location of a building or other structure.
- (4) Designate the size, number, location and/or nature of access points (vehicle and pedestrian).
- (5) Designate the size, location, screening, drainage, type of surfacing material and/or other improvement of a parking and/or loading area.
- (6) Limit or otherwise designate the number, size, location, height and/or lighting of signs.
- (7) Require the use of, and designate the size, height, location and/or landscaping materials which may be necessary to screen, buffer, or protect adjacent properties from the potential adverse impacts of the special exception use. This may include designating standards for installation and/or maintenance of the facilities.
- (8) Require the protection and/or relocation of additional trees, shrubs, hedges, or other vegetation, water resources, wildlife habitat and/or other appropriate natural resources.
- (9) Require specific architectural details and/or design to produce a physical development which is compatible in appearance with the uses permitted by right in the zoning district.
- (10) Specify other conditions of approval to permit development of the special exception use in conformity with the intent and purpose of this Code and the Town's Comprehensive Plan.

~~(e) F. Enforcement. The~~ violation of any conditions, when made a part of the terms under which the special exception use is approved, shall be deemed a violation of this chapter subject to enforcement under the provisions of this Code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

RECEIPT

Ad Name: 249471A

Ad ID: 249471

Original Ad ID:

Start: 08-31-2013
Stop: 08-31-2013
Issues: 1
Words: 364
Dimension.. 1 X 90
Color:

Editions:
PB Post
PB Post Web

LEGAL NOTICE OF PROPOSED ORDINANCE
TOWN OF LAKE PARK

Please take notice that on Tuesday, September 10, 2013 at 8:30 p.m. or soon thereafter the Town Commission of the Town of Lake Park, Florida in a regular session to be held in the Commission Chamber, Town Hall, 515 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption (hereof):

ORDINANCE NO. 11-2013
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VI, SECTION 78-118(B)(1) OF THE TOWN'S CODE OF ORDINANCES, ESTABLISHING STANDARDS FOR THE FENCE HEIGHT OF MULTIFAMILY STRUCTURES, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 12-2013
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VI, SECTION 78-184 OF THE TOWN'S CODE OF ORDINANCES, CREATING CERTAIN REQUIREMENTS FOR THE SUBMISSION OF SPECIAL EXCEPTION USE APPLICATIONS, PROVIDING FOR A REQUIREMENT FOR CERTIFIED MAIL COURTESY NOTICES TO OWNERS OF PROPERTY WITHIN 300 FEET OF A PROPOSED SPECIAL EXCEPTION USE, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 13-2013
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V, SECTION 78-184 OF THE TOWN'S CODE OF ORDINANCES TO AUTHORIZE AND ENCOURAGE THROUGH INCENTIVES THE PROVISION OF GROSS ACCESS AND JOINT ACCESS EASEMENTS BETWEEN THE OWNERS OF TWO OR MORE PROPERTIES, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.
If a person desires to appear any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-981-3311, Vivian.Mendez@CMLC.com, Town Clerk Town of Lake Park, Florida
PUB: The Palm Beach Post
8/31/2013 0117026

Ad shown is not actual print size.

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

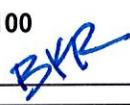
Agenda Item No. Tab 8

Agenda Title: APPROVAL OF THE STAFF INITIATED TEXT AMENDMENT TO SECTION 78-144 OF THE TOWN OF LAKE PARK CODE OF ORDINANCES TO CREATE LANGUAGE RELATING TO CROSS ACCESS AND JOINT ACCESS

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
 BOARD APPOINTMENT OLD BUSINESS
 PUBLIC HEARING ORDINANCE ON 2nd READING
 NEW BUSINESS
 OTHER: _____

Approved by Town Manager  Date: 8/28/13

Nadia Di Tommaso / Community Development Director
Name/Title 

Originating Department: Community Development	Costs: Legal Ad (\$309.60 for three Ordinances) Funding Source: Town Clerk Acct. #106-48100 <input checked="" type="checkbox"/> Finance <u></u>	Attachments: → Staff Report → Ordinance 13-2013 → Legal Ad
Advertised: Date: 08-31-2013 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Please refer to the Staff Report.

Recommended Motion: I move to ADOPT Ordinance 13-2013 on second reading.



Town of Lake Park Community Development Department

Meeting Date: September 10, 2013
2nd Reading

Nadia Di Tommaso
Community Development Director

To: TOWN COMMISSION

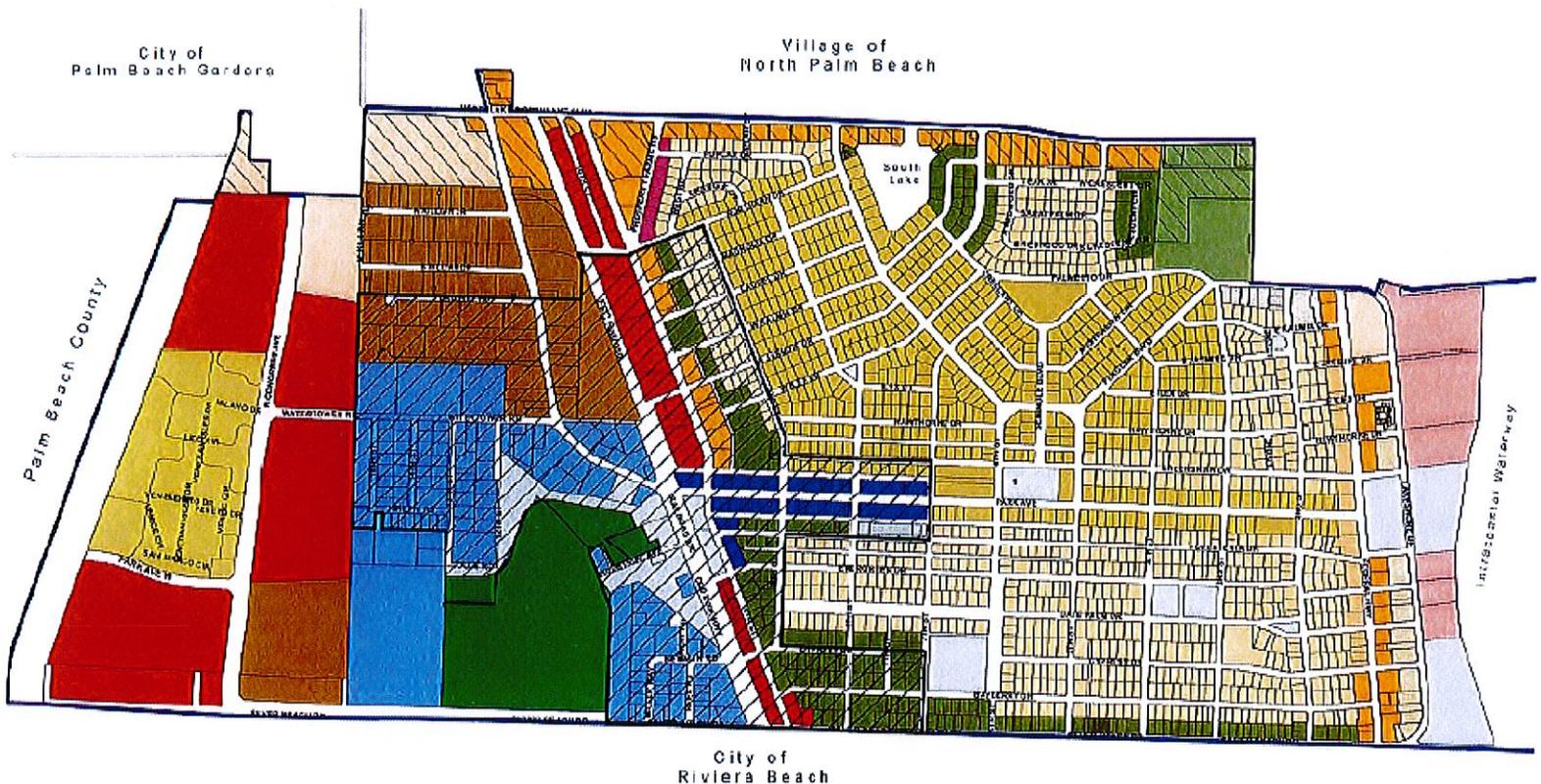
Re: Changes to Section 78-144
Creating Joint Access and Cross Access Language

Town Commission 1st Reading (August 21, 2013): **Approved unanimously (4-0).**

Planning and Zoning Board Recommendation (August 5, 2013): **Approved unanimously (4-0).**

Over the past few months, several staff members have participated in conversations with private property owners as it relates to their parking lots, driveway connections and overall access to their properties. The Town's commercial zoning districts are illustrated on the Town's Zoning Map below:

- Commercial-1 (C-1)
- Commercial 1B (C-1B)
- Commercial-2 (C-2)
- Commercial-3 (C-3)
- Commercial-4 (C-4)
- Campus Light Industrial and Commercial (CLIC)
- Park Avenue Downtown District (PADD)



Legend

- CRA Boundaries
- R-B
- R-AA
- R'
- R'A
- R2A
- R3
- R2
- TND
- C1
- C1B
- C2
- C3
- Public
- PUD
- PADD
- CLIC
- GRA
- NBOZ_overlay
- C4
- Lake_Park_Boundary
- Conservation



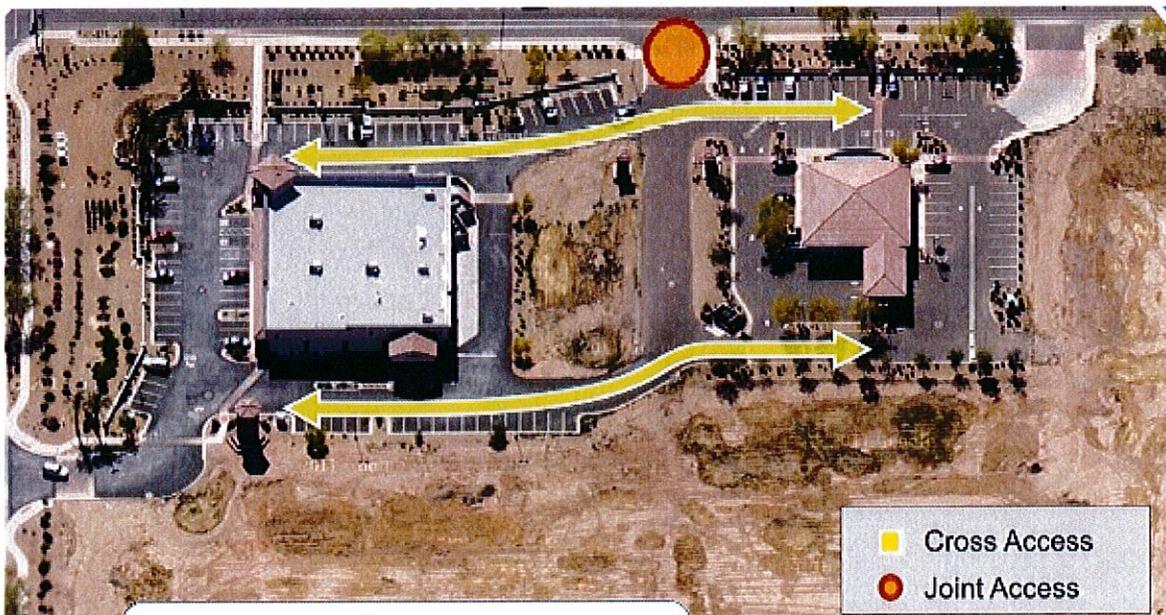
Policy 8.2 of the Town's Comprehensive Plan's Traffic Circulation Element promotes cross access and shared access (joint access) in stating the following:

Policy 8.2: At the time of redevelopment and through cross-access and shared access agreements, the Town shall discourage excessive curb cuts including the control of connections and access points of driveways and roads to roadways on arterial and major collector streets within the confines of the Town's roadway network.

WHAT IS JOINT ACCESS AND WHAT IS CROSS ACCESS?

Joint and cross access are methods of allowing adjacent properties to share driveways, drive aisles, and parking lot facilities. **Joint access** allows two adjacent property owners to share a driveway along their common property line. **Cross access** allows traffic to move between adjacent properties without re-entering the public roadway.

Example of Joint and Cross Access:



WHY IS JOINT ACCESS/CROSS ACCESS IMPORTANT?

The majority of the Town's commercial structures were built in the early 1960's and 1970's. While some of these commercial structures have been renovated, many of these commercial structures were built on lots that do not meet the Town's current land development regulations. Consequently, the majority of the existing parking lots, and the

number of available parking spaces, drive aisles and driveways for commercial properties in the Town, are non-conforming. The businesses and the Town would be better served if these businesses, on separate lots, were operated in conjunction with their neighboring lots. The changes proposed by staff **provide an alternative method** to property owners to meet the access, parking and circulation requirements of the Code. Ultimately, a property owner will have two options:

- (1) Utilize, build, renovate or expand upon their properties such that they meet the existing land development regulations, including those for parking, drive aisles, service drives and access points as required by Code.

OR

- (2) Utilize, build, renovate or expand upon their private property through the sharing of parking spaces, drive aisles, service drives and all relevant access points using the provisions proposed as part of this agenda item. This would require property owners to agree to cross and joint access easements.

Property owners should be encouraged and incentivized to select option (2) because cross and joint access will enhance a property owner's development opportunities; improve roadways, pedestrian, and bicycle safety; reduce congestion; and support multi-modal travel. Cross access may also have an incidental benefit to the businesses to the extent that customers are encouraged to stay on-site and visit multiple businesses.

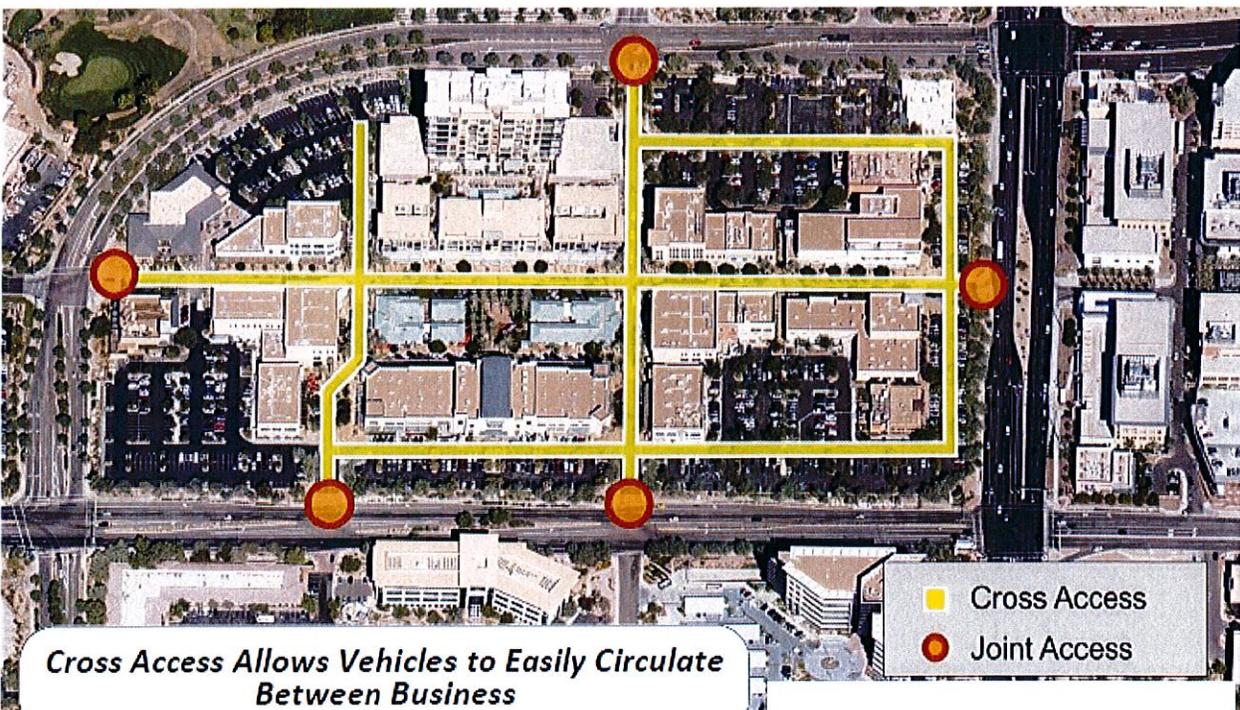
Joint and cross access diminishes roadway inefficiency. "Driveway hopping" occurs when vehicles are forced to go from one driveway to another, using the public street, to access an adjacent property. Slower vehicles that "driveway hop" then mix with higher speed vehicles traveling the street which causes traffic on the public street to slow down, and sometimes brake quickly, on the public street. This can cause accidents and leads to driver frustration. With joint and cross access easement agreements in place, vehicles can travel between adjacent properties without having to use the public street.

Example of driveway hopping:



Joint access increases safety. Consolidating and using shared access points on a public roadway may reduce the number of accidents. Driveways of access points without a traffic signal allow vehicles to enter or exit the public roadway freely. This movement increases the potential for a conflict with vehicles in the traffic stream. When traffic volumes are high, the spacing between vehicles is smaller and drivers have less opportunity to safely enter or exit a driveway. A vehicle exiting the public roadway will generally brake before turning, which may result in rear-end and lane-change collisions. Encouraging adjacent property owners along public roadways to execute cross and joint access easements to share access may improve safety by minimizing driveway conflict areas.

Joint and cross access will benefit businesses. Properly designed driveways shared by multiple businesses may allow more site area for parking and landscaping. Sites with landscaped areas and sufficient parking are generally more attractive and convenient to customers and maintain or even increase their property values. Cross access connections between adjacent commercial developments will improve customer convenience. More businesses will be accessible to a customer without having to re-enter the public roadway. Individual businesses may also experience increased exposure from customers visiting adjacent businesses.



Staff is proposing the following text amendments to Section 78-144 of the Town of Lake Park Code of Ordinances, to include the following language:

Section 78-144 – Access to rights-of-way

(f) Cross access/joint access easements

(1)

In order to provide for an alternative method to ensure the safe and efficient movement of traffic along public roadways and to comply with the minimum parking standards for those properties which front public streets in the Town's commercial zoning districts, property owners shall, whenever feasible, execute cross access and joint access easements to share common driveways, drive aisles, service drives, and parking areas, to facilitate access between their properties and the businesses located thereon. Property owners who agree to execute cross access and/or joint easements may be entitled to a reduction of the number of required parking spaces upon their respective properties by up to 50 percent provided a shared parking study is submitted to the Director of Community Development which demonstrates that the parking demand for the properties subject to the cross access and/or joint access easement can be met. The parking demand study shall be subject to the review and approval of the Community Development Director. The study shall:

- i. List the legal names of the property owners, the size and type of uses located and being operated upon that owners property;
- ii. Include the amount of average and peak daily trips to the uses on their properties;
- iii. Include the rate of turnover of parking spaces during business hours;
- iv. Include the anticipated peak parking and traffic loads to be encountered; and

- v. Include the executed cross access/joint access easement between the property owners.

(2) Any property owner who proposes the expansion of an existing business, the development of a new or different use, or the redevelopment of a property, shall design the site to accommodate vehicular circulation through its site to adjacent owners' sites by the use of a cross access and/or joint access easement which defines the shared access points or driveway, drive aisles, service drives, and parking spaces that can be connected to an adjacent property owners' property. Provided, however, a property owner within a commercially zoned district whose property fronts a public street, who can connect to the public roadway, and whose uses meet the Town's parking standards, may elect to not participate in cross access/joint access easements with adjacent property owners.

(3) All properties with frontage on public streets which are within commercial Zoning Districts shall be subject to the access to rights-of-way regulations in Section 78-144 of the Code which can be supplemented by the execution of cross and joint access easements between Owners of properties whose properties front public streets as shown in Figure 78-144-1. Cross and joint access circulation is encouraged whenever feasible and shall include the following:

- (i) A cross access drive extending the entire length of each block served to provide for driveway separation consistent with the access to rights-of-way system in Section 78-144 and standards;
- (ii) A design speed respective of the individual vehicular drive aisles and which maintains a sufficient width to accommodate two-way travel aisles shall be designed to accommodate personal vehicles and service vehicles; and
- (iii) Stub-outs and other design features to make it visually obvious that adjacent properties may be legally bound to provide cross access points, consistent with the visibility triangle requirements and the landscape requirements of the Town Code;

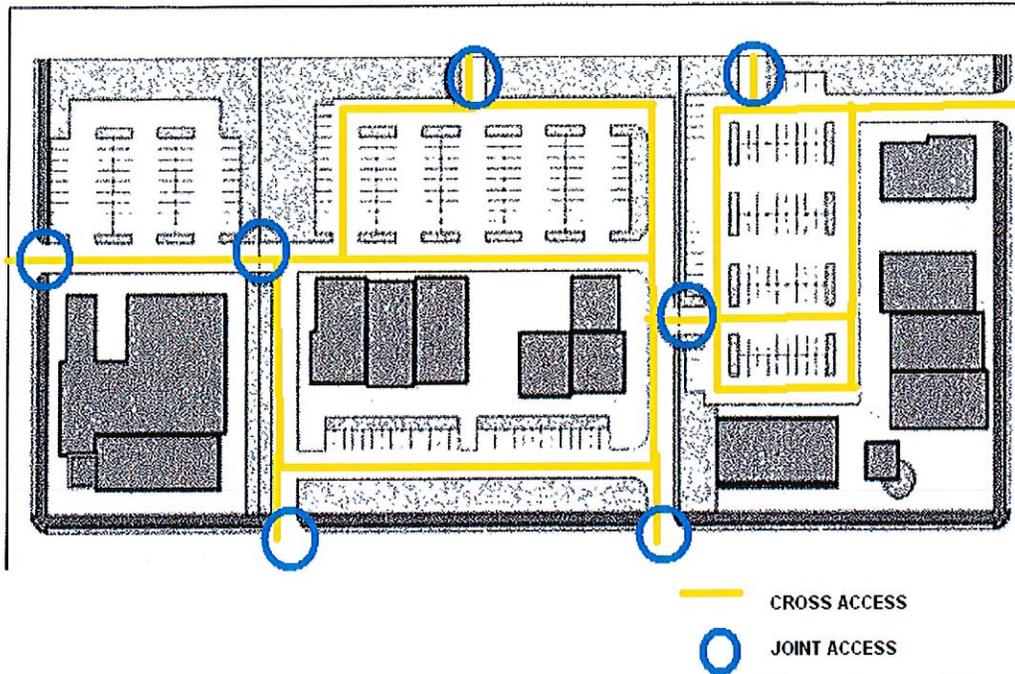


Figure 78-144-1: Cross access between parking areas and adjacent properties. Joint access through the use of common driveways entrances and between properties.

(4) Pursuant to this section, where cross access or joint access easements between Property Owners has been agreed to, the parties to the cross access and/or joint access easements shall record the easement allowing cross and/or joint access between properties.

(5) Pursuant to this section, where cross and/or joint access easements between property owners has been agreed to, those properties proposing reconstruction or redevelopment shall provide that remaining access rights along the public roadway shall be dedicated to the Town and any pre-existing driveways shall be closed following the reconstruction or redevelopment of the properties.

STAFF RECOMMENDATION: I MOVE TO ADOPT ORINANCE NO. 13-2013 on second reading.

ORDINANCE NO. 13-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V, SECTION 78-144 OF THE TOWN'S CODE OF ORDINANCES TO AUTHORIZE AND ENCOURAGE THROUGH INCENTIVES THE PROVISION OF CROSS ACCESS AND JOINT ACCESS EASEMENTS BETWEEN THE OWNERS OF TWO OR MORE PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted land development regulations pertaining to access to rights of way, which have been codified in Chapter 78, Article V, Section 78-144 of the Code of Ordinances of the Town; and

WHEREAS, the Town Commission has directed the Town Manager to prepare amendments to Section 78-144 to create opportunities for, and incentives to encourage two or more property owners to enter into cross access and parking easements for properties which share parking areas, driveways and drive aisles in the Town's commercial Zoning Districts; and

WHEREAS, it is the intent of this Ordinance to provide opportunities for and to encourage by providing incentives for vehicular cross access and joint access between commercial businesses' vehicular driveways, drive aisles, and parking areas; and

WHEREAS, it is the intent of this Ordinance to provide opportunities for, and to encourage through incentives, the joint use of driveways, drive aisles, parking areas, and service drives by authorizing two or more properties through the execution of cross access and/or joint access easements; and

WHEREAS, it is the intent of this Ordinance to, wherever feasible, provide for a system of the joint use of driveways, drive aisles, and parking areas to be implemented through cross access and/or joint access easements between two or more property owners within the Town's commercial Zoning Districts; and

WHEREAS, it is the intent of this Ordinance to provide opportunities for vehicular connectivity to integrate and connect businesses which front the Town's public streets in its commercial Zoning Districts, without compromising the capacity of these streets; and

WHEREAS, it is the intent of this Ordinance to limit additional, direct vehicular access by discouraging multiple curb cuts to individual properties so as to provide for the safe and efficient mobility.

Section 78-144 – Access to rights-of-way

(f) Cross access/joint access easements

(1)

In order to provide for an alternative method to ensure the safe and efficient movement of traffic along public roadways and to comply with the minimum parking standards for those properties which front public streets in the Town's commercial zoning districts, property owners shall, whenever feasible, execute cross access and joint access easements to share common driveways, drive aisles, service drives, and parking areas, to facilitate access between their properties and the businesses located thereon. Property owners who agree to execute

cross access and/or joint easements may be entitled to a reduction of the number of required parking spaces upon their respective properties by up to 50 percent provided a shared parking study is submitted to the Director of Community Development which demonstrates that the parking demand for the properties subject to the cross access and/or joint access easement can be met. The parking demand study shall be subject to the review and approval of the Community Development Director. The study shall:

- i. List the legal names of the property owners, the size and type of uses located and being operated upon that owners property;
- ii. Include the amount of average and peak daily trips to the uses on their properties;
- iii. Include the rate of turnover of parking spaces during business hours;
- iv. Include the anticipated peak parking and traffic loads to be encountered; and
- v. Include the executed cross access/joint access easement between the property owners.

(2) Any property owner who proposes the expansion of an existing business, the development of a new or different use, or the redevelopment of a property, shall design the site to accommodate vehicular circulation through its site to adjacent owners' sites by the use of a cross access and/or joint access easement which defines the shared access points or driveway, drive aisles, service drives, and parking spaces that can be connected to an adjacent property owners' property. Provided, however, a property owner within a commercially zoned district whose property fronts a public street, who can connect to the public roadway, and whose uses meet the Town's parking standards, may elect to not participate in cross access/joint access easements with adjacent property owners.

(3) All properties with frontage on public streets which are within commercial Zoning Districts shall be subject to the access to rights-of-way regulations in Section 78-144 of the Code which can be supplemented by the execution of cross and joint access easements between Owners of properties whose properties front public streets as shown in Figure 78-144-1. Cross and joint access circulation is encouraged whenever feasible and shall include the following:

- (i) A cross access drive extending the entire length of each block served to provide for driveway separation consistent with the access to rights-of-way system in Section 78-144 and standards;
- (ii) A design speed respective of the individual vehicular drive aisles and which maintains a sufficient width to accommodate two-way travel aisles shall be designed to accommodate personal vehicles and service vehicles; and
- (iii) Stub-outs and other design features to make it visually obvious that adjacent properties may be legally bound to provide cross access points, consistent with the visibility triangle requirements and the landscape requirements of the Town Code;

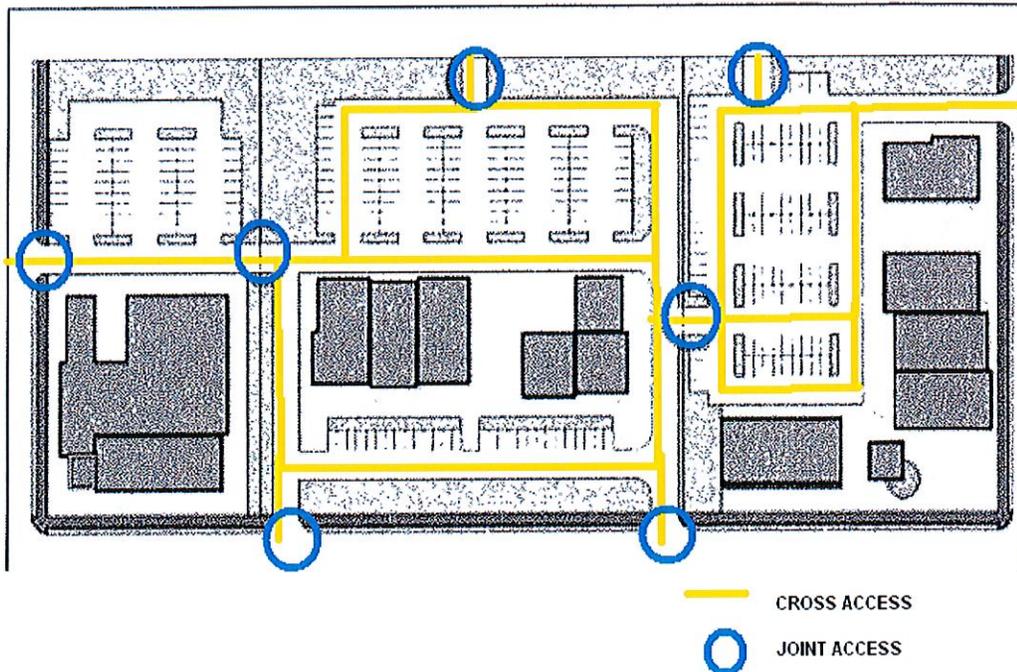


Figure 78-144-1: Cross access between parking areas and adjacent properties. Joint access through the use of common driveways entrances and between properties.

(4) Pursuant to this section, where cross access or joint access easements between Property Owners has been agreed to, the parties to the cross access and/or joint access easements shall record the easement allowing cross and/or joint access between properties.

(5) Pursuant to this section, where cross and/or joint access easements between property owners has been agreed to, those properties proposing reconstruction or redevelopment shall provide that remaining access rights along the public roadway shall be dedicated to the Town and any pre-existing driveways shall be closed following the reconstruction or redevelopment of the properties.

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

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

Section 2. Chapter 78, Article V, Section 78-144 is hereby amended as follows:

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to

accomplish such, and the word "Ordinance" may be changed to "Section," "Article," or any other appropriate word.

Section 6. **Effective Date.** This Ordinance shall take effect immediately upon adoption.

RECEIPT

Ad Name: 249471A

Ad ID: 249471

Original Ad ID:

Start: 08-31-2013
Stop: 08-31-2013
Issues: 1
Words: 364
Dimension.. 1 X 90
Color:

Editions:
PB Post
PB Post Web

LEGAL NOTICE OF PROPOSED ORDINANCE
TOWN OF LAKE PARK
Please take notice that on Tuesday, September 10, 2013 at 6:30 p.m. or soon thereafter the Town Commission of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 515 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and propose adoption thereof:

ORDINANCE NO. 11-2013
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE IV, SECTION 78-118(B)(1) OF THE TOWN'S CODE OF ORDINANCES, ESTABLISHING STANDARDS FOR THE FENCE HEIGHT OF MULTI-FAMILY STRUCTURES, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 12-2013
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VI, SECTION 78-184 OF THE TOWN'S CODE OF ORDINANCES, CREATING CERTAIN REQUIREMENTS FOR THE SUBMISSION OF SPECIAL EXCEPTION USE APPLICATIONS, PROVIDING FOR A REQUIREMENT FOR CERTIFIED MAIL COURTESY NOTICES TO OWNERS OF PROPERTY WITHIN 300 FEET OF A PROPOSED SPECIAL EXCEPTION USE, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 13-2013
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V, SECTION 78-144 OF THE TOWN'S CODE OF ORDINANCES TO AUTHORIZE AND ENCOURAGE THROUGH INCENTIVES THE PROVISION OF CROSS ACCESS AND JOINT ACCESS EASEMENTS BETWEEN THE OWNERS OF TWO OR MORE PROPERTIES, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

If a citizen desires to appear at a public hearing on any matter on which a decision has been made by the Town Commission with respect to any proceeding, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-981-3115, Vivian.Mendez@TPB, Town Clerk Town of Lake Park, Florida
PUB: The Palm Beach Post
8-17-2013 #117026

Ad shown is not actual print size.

New Business

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

Agenda Item No.

Tab 9

Agenda Title: Approving Commissioner Rapoza's Use of Town Stationary

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

Approved by Town Manager *DSS* **Date:** *8/20/13*

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: Commissioner Rapoza	Costs: N/A Funding Source: <input type="checkbox"/> Finance _____	Attachments: Draft letter raising funds for the summer camp program
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>DSS</i></u> Please initial one.

Summary Explanation/Background:

Commissioner Rapoza would like to send a letter on Town stationary to raise funds for the Lake Park Summer Camp Program. A copy of her draft letter is attached. According to Resolution No. 65-12-08, "... the general substance of any written communication wherein the Mayor, Vice-Mayor or a Commissioner proposes to use his or her official title or to be written on the official letterhead of the Town of Lake Park shall be subject to the approval of a majority of the Commission at a public meeting prior to mailing".

This item is being advanced to the Town Commission for review and approval of the draft letter.

Recommended Motion: I move to authorize the use of Town stationary by Commissioner Rapoza to raise funds for the Lake Park Summer Camp program.

T own of Lake Park
535 Park Avenue
Lake Park, FL 33403
Attn: Finance Director

Sirs/Madam;

Please allow this letter to serve as an introduction to myself, Kathy Rapoza, Commissioner of Lake Park. I have made it my personal goal to raise enough funds to support those children in financial duress. They need your help. Lake Park's Summer Camp Program as with our town's economical situation, is falling short of Summer Camp, financial needs. The Summer Camp Program falls under the Recreation Dept. and hopefully I am appealing to your generosity and sponsorship.

Lake Park's Summer Camp Program this year accommodated 25 children ranging from ages 6 to 12 years old. Our businesses never cease to amaze me and have been extremely generous in their contributions. I hope we can count on your generosity as well.

The cost per child to attend Summer Camp is \$340.00 per child. Our Summer Camp provides recreational and educational activities throughout the summer for ten weeks. It beginning in June and ends in August. Activities include field trips every week, almost daily, ice and roller skating, trips to Peanut Island on the ferry, water park excursions, Flamingo Gardens, magic shows, movies, Bounce U, fishing trip, Kid's Fitness Festival and many more. Arts and craft projects are worked on throughout the summer usually centered around a theme, indoor games and outdoor sport activities are slotted in each week, swimming lessons are offered, speakers visit (ie, Christine from Blind Services will talk to the children about how it feels to be blind and she will be bringing her service dog, too.) We also supply lunch two and three times per week, plus snacks daily.

Again, reach into your heart and help us continue is enriching program. 501C, tax deductible documentation will be provided, please request.

Checks made payable to: The Town of Lake Park
 535 Park Ave.
 Lake Park, FL 33403
 Attn: Finance Director

From the bottom of my heart, I graciously thank you.

Regards,

Kathy Rapoza,
Commissioner, Lake Park

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

Agenda Item No. Tab 10

Agenda Title: Resolution Authorizing the Town Manager to Renew for Fiscal Year 2014 Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

Approved by Town Manager *[Signature]* Date: 8/26/13

Name/Title *Ronnie McKittrick-Purser*
HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$222,320.00 Funding Source: Acct. # Various as funded in FY 2014 budget <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	Attachments: Copy of Resolution and Gehring Group Property and Casualty Request for Quotes (RFQ) Evaluation for the 2013-2014 Plan Year
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The current carrier of the Town's Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance is the Florida League of Cities/Florida Municipal Insurance Trust (FMIT). Such coverage is due for renewal on October 1, 2013 for Fiscal Year 2014.

In order to obtain competitive renewal rates for Fiscal Year 2014, staff directed that Gehring Group submit a market request for quotes to several brokers and carriers for such coverage, which included the following:

- Florida League of Cities
- The Public Risk Insurance Agency
- Absolute Underwriting Managers, Inc.
- North American Risk Services
- Public Risk Management
- Wells Fargo Insurance
- Semark Insurance Services
- Brown and Brown of Florida, Inc.

The incumbent carrier, Florida League of Cities (which administers FMIT) and The Public Risk Insurance Agency (which administers the Preferred Governmental Insurance Trust) were the only two respondents. As set forth in the attached Gehring Group Property and Casualty RFQ Evaluation for the 2013-2014 Plan Year (Exhibit A), FMIT's renewal quote for such coverage is \$220,367 (identified on the attached RFQ Evaluation as Proposal #1). Added to this amount is the Gehring Group fee of \$11,043. These amounts combined, minus the return of premium credit in the amount of \$21,167 should the Town elect to renew coverage with FMIT for Fiscal Year 2014, result in a total net premium of \$210,243, which represents an overall 2.8 percent, or \$6,040, decrease from the expiring coverage.

It should be noted that with the assistance of the Florida League of Cities and Gehring Group, staff conducted a Town-wide survey of assets which revealed that there is existing lighting inventory in the amount of \$1,460,835 not included in the Town's current property schedule. The premium to include the existing lighting inventory in the current property schedule would be an amount not to exceed \$12,077, which can be found in the footnote on the attached RFQ evaluation.

Staff recommends renewal of the Town's Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance through FMIT for the total net premium of \$210,243, and that the additional lighting inventory be added to the current property schedule for an additional premium amount not to exceed \$12,077, for a total premium of \$222,320.

Recommended Motion: I move to adopt Resolution 28-09-13.

RESOLUTION NO. 28-09-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO RENEW FOR FISCAL YEAR 2014 PROPERTY, FLOOD, INLAND MARINE, CRIME COVERAGE, GENERAL LIABILITY, NETWORK SECURITY AND PRIVACY LIABILITY, PUBLIC OFFICIAL LIABILITY AND EMPLOYMENT PRACTICES LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION INSURANCE THROUGH THE FLORIDA LEAGUE OF CITIES/FLORIDA MUNICIPAL INSURANCE TRUST; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to provide for Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance for Fiscal Year 2014; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Property and Casualty RFQ Evaluation for the 2013 – 2014 Plan Year presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, for the provision of Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PAK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to renew for Fiscal Year 2014 Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust as outlined in the attached **Exhibit A.**

Section 3. This Resolution shall become effective immediately upon adoption.

**TOWN OF LAKE PARK
PROPERTY & CASUALTY RFQ EVALUATION
2013 - 2014 PLAN YEAR**



Coverage Type	Current			Proposal #1			Proposal #2		
	Deductible	Liability Limits	Premium	Deductible	Liability Limits	Premium	Deductible	Liability Limits	Premium
Property & Equipment Breakdown	\$ 5,000	\$ 13,967,600	\$ 86,973	\$ 5,000	\$ 14,363,472	\$ 91,567	\$ 5,000	\$ 14,363,378	\$ 84,691
Business Income					\$ 500,000			\$ 250,000	
Additional Expenses					\$ 1,000,000			\$ 100,000	
Flood					\$ 4,500,000	Included in Property Premium	\$ 5,000	\$ 5,000,000	Included in Property Premium
Earth Movement					N/A		\$ 5,000	\$ 1,000,000	
Inland Marine	*Various	\$ 191,606	Included	*Various	\$ 191,606	Included in Property Premium	*Various	\$ 191,606	\$ 13,515
Crime Coverage									
Employee Theft	\$ 1,000	\$ 10,000	Included	\$ 1,000	\$ 1,000,000		\$ 1,000	\$ 100,000	\$ 1,000
- Finance Director					Included			N/A	
Theft of Money & Securities: Inside	\$ 1,000	\$ 10,000	Included	\$ 1,000	\$ 10,000		\$ 1,000	\$ 10,000	
Theft of Money & Securities: Outside	\$ 1,000	\$ 10,000	Included	\$ 1,000	\$ 10,000		\$ 1,000	\$ 10,000	
Faithful Performance					\$ 100,000			N/A	
General Liability	\$ 25,000	\$ 2,000,000	\$ 18,222	\$ 25,000	\$ 2,000,000	\$ 15,495	\$ 25,000	\$ 2,000,000	\$ 15,309
Stop Loss Amount				\$ 75,000			\$ 100,000		
Network Security & Privacy Liability			Included in General Liability Premium		\$ 250,000	Included in General Liability Premium	\$ 25,000	\$ 100,000	Included in General Liability Premium
Public Official Liability & Employment Practices Liability	\$ 25,000	\$ 2,000,000	\$ 14,965	\$ 25,000	\$ 2,000,000	\$ 14,731	\$ 25,000	\$ 2,000,000	\$ 13,414
Inverse Condemnation/Bert Harris Act					\$ 300,000	Included in General Liability Premium		\$ 100,000	Included in General Liability Premium
Auto Liability	\$ 25,000	\$ 2,000,000	\$ 22,694	\$ 25,000	\$ 2,000,000	\$ 25,327	\$ 25,000	\$ 2,000,000	\$ 23,318
Stop Loss Deductible	\$ 75,000			\$ 75,000			\$ 100,000		
Personal Injury Protection	N/A	\$ 10,000	Included	N/A	\$ 10,000		N/A	\$ 10,000	Included
Medical Payments	N/A	\$ 5,000	Included	N/A	\$ 5,000		N/A	\$ 5,000	Included
Uninsured Motorists	N/A	\$ 20,000	Included	N/A	\$ 20,000		N/A	\$ 20,000	Included
Physical Damage Comprehensive Coverage	\$ 25,000	Per Schedule	\$ 5,317	\$ 25,000	Per Schedule	Included in Auto Liability Premium	\$ 1,000	Per Schedule	Included in Auto Liability Premium
Physical Damage Collision Coverage	\$ 25,000	Per Schedule	Included	\$ 25,000	Per Schedule		\$ 1,000	Per Schedule	Included in Auto Liability Premium
Workers' Compensation	\$ -	\$ 2,354,301	\$ 80,163	\$ -	\$ 2,351,572	\$ 73,247	\$ -	\$ 2,351,572	\$ 80,355
Experience Modification Factor	1.41			1.21			1.21		
Total Annual Premium:			\$ 228,334			\$ 220,367			\$ 231,602
Gehring Group Service Fee:			\$ 11,442			\$ 11,043			\$ 11,606
Return of Premium Credit:			\$ (23,493)			\$ (21,167)			N/A
Total Net Premium:			\$ 216,283			\$ 210,243			\$ 243,208
\$ Increase/Decrease			N/A			\$ (6,040)			\$ 26,925
% Increase/Decrease			N/A			-2.8%			12.4%

FMIT:

Named Storm Deductible: Locations more than 1/2 mile from Coastal Waters; 5% Deductible of value per building/per location/per occurrence, subject to policy deductible or whichever is greater.

Lighting Inventory: Premium to add Lake Park's Town-Wide Lighting Inventory valued at \$1,460,835 will be an additional premium not to exceed \$12,077.

PGIT:

Named Storm Deductible: 5% Of TIV per occurrence/per location subject to minimum \$20,000 per occurrence/per location is defined by each itemized listing on the applicable schedule.

EXHIBIT A

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

Agenda Item No. *Tab 11*

Agenda Title: Resolution Authorizing the Town Manager to Obtain for Fiscal Year 2014 Medical Insurance Coverage through Florida Blue; to Renew for Fiscal Year 2014 MetLife Dental Insurance; to Renew for Fiscal Year 2014 the Lincoln Financial Group Employee Life, Short-Term Disability, and Long-Term Disability Insurance; and, to Renew for Fiscal Year 2014 the Contract with The Center for Family Services of Palm Beach County, Inc. for an Employee Assistance Program for Town Employees

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

CONSENT AGENDA

OLD BUSINESS

Approved by Town Manager *[Signature]* Date: *8/28/13*

Name/Title *Donna McKittrick-Swanner*
HUMAN RESOURCES DIRECTOR

<p>Originating Department: Human Resources</p>	<p>Costs: \$ 429,177 Funding Source: Various Acct. # Various as funded in FY 2013 budget [x] Finance <u><i>BK2</i></u></p>	<p>Attachments: Resolution; Gehring Group Medical Insurance RFP Evaluations, Dental Insurance Renewal Evaluations, Life Insurance, Long Term Disability and Short Term Disability Renewal Evaluations; and, Fiscal Year 2014 and Current Contracts with The Center for Family Service of Palm Beach County, Inc.</p>
<p>Advertised: Date: _____ Paper: _____ [x] Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone <u><i>BMT</i></u> OR Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background

Medical Insurance:

The current provider of the Town's employee medical insurance is United Healthcare, which is due for renewal on October 1, 2013 for Fiscal Year 2014. The incumbent carrier, United Healthcare, provided an initial increased in-network renewal rate of 22 percent over the expiring coverage.

At the direction of staff, and in order to obtain competitive renewal rates, Gehring Group submitted a market request for proposals to several carriers for such coverage. The following carriers responded:

- United Healthcare
- Florida Blue
- Humana
- Coventry
- Aetna

At the second budget workshop which occurred on August 13, 2013, staff presented the Medical Insurance RFP Evaluation (Exhibit A-1) prepared by Gehring Group which presented the most competitive rates obtained for Fiscal Year 2014. Among such respondents is United Healthcare, which reduced its in-network renewal rate to a 16 percent increase, or \$52,257.12, over the expiring coverage. Florida Blue presented an in-network renewal rate which represents a 10.8 percent, or \$35,351.88, increase over the expiring coverage for a total expected annual premium of \$396,020.32 which is identified as Alternative #1 on the attached Exhibit A-1. After careful review, and upon recommendation by Gehring Group, staff recommends obtaining medical coverage for Town employees through Florida Blue.

Copies of the Gehring Group Medical Insurance RFP Evaluations of all of the quotes received are also included at Exhibit A.

Dental Insurance:

The current provider of the Town's employee dental insurance is MetLife which is due for renewal on October 1, 2013. At the direction of staff, and in order to obtain competitive renewal rates, Gehring Group submitted a market request for proposals to several carriers for such coverage. The following carriers responded:

- MetLife
- Delta Dental
- United Concordia
- Principal Financial
- Guardian
- The Standard

- Lincoln Financial
- Ameritas
- Aetna
- Sun Life

Attached is the Dental Insurance Renewal Evaluation (Exhibit B) prepared by Gehring Group which presents the most competitive rates obtained for Fiscal Year 2014. Among such respondents is MetLife which submitted an increased renewal rate of 5.5 percent, or \$1,512.96, over the expiring coverage for a total expected annual premium of \$29,012.52 which is identified as the MetLife Renewal on the attached Exhibit B-1. Staff recommends the renewal of dental insurance coverage with MetLife.

Copies of the Gehring Group Dental Insurance Renewal Evaluations of all of the quotes received are also included at Exhibit B.

Life Insurance, Long Term Disability and Short Term Disability Insurance:

The current provider of the Town's employee life, long-term and short-term disability insurance is Lincoln Financial Group. At the direction of staff, and in order to obtain competitive renewal rates, Gehring Group submitted a market request for proposals to several carriers for such coverage. The following carriers responded:

For Life Insurance:

- Lincoln Financial Group
- Cigna
- The Standard
- Principal Financial
- The Hartford
- Sun Life Financial
- Prudential
- MetLife
- Humana
- Guardian

For Long Term Disability Insurance:

- Lincoln Financial Group
- Cigna
- The Standard
- Prudential
- Sun Life
- The Hartford
- MetLife
- Principal Financial

For Short Term Disability Insurance:

- Lincoln Financial Group
- Cigna
- The Standard
- Prudential
- Sun Life
- Principal Financial
- MetLife
- Humana
- The Hartford

Attached are the Life Insurance, Long Term Disability and Short Term Disability Renewal Evaluations (Exhibit C) prepared by Gehring Group which presents the most competitive rates obtained for Fiscal Year 2014. Among such respondents is Lincoln Financial Group, which submitted the following renewal rates:

- Life Insurance Renewal - 8.7 percent, or \$693.67, increase over the expiring coverage (for a total expected annual premium of \$8,670.83) which is identified on the attached Exhibit C-1 as the Lincoln Financial Revised Renewal
- Long Term Disability Renewal – 2.2 percent, or \$201.34, increase over the expiring coverage (for a total expected annual premium of \$9,462.96) which is identified on the attached Exhibit C-2 as the Lincoln Financial Revised Renewal
- Short Term Disability Renewal – 0.0 percent increase over the expiring coverage (for a total expected annual premium of \$17,373.53) which is identified on the attached Exhibit C-3 as the Lincoln Financial Renewal
 - For an overall total expected annual premium of \$35,507.32

Copies of the Gehring Group Life Insurance, Long Term Disability, and Short Term Disability Insurance Renewal Evaluations of all of the quotes received are also included at Exhibit C.

Staff recommends the renewal of life insurance, short term disability and long term disability insurance with Lincoln Financial Group.

Employee Assistance Program:

The Town's current administrator of its Employee Assistance Program is The Center for Family Services of Palm Beach County, Inc. (the "Center") and such contract is due for renewal on October 1, 2013. The basic level of services will remain unchanged from Fiscal Year 2013, except that unlimited legal/financial consultations will no longer be provided through the Center by CLC Consolidated Legal Concepts as the Center found that most of its municipal clients make such assistance available to their employees through other sources. The Town makes available to its employees the opportunity to enroll in Legal Shield and to access prepaid legal assistance at no cost to the Town.

The rate for the administration of the Employee Assistance Program by the Center will remain unchanged and will be as follows: \$3.38 per employee per month (based upon 65 employees) = \$2,636.40 per year.

The above amount will be billed to the Town on a quarterly basis of \$659.10 per fiscal quarter.

Staff is recommending renewal of the contract with The Center for Family Services for Fiscal Year 2014. A copy of the Fiscal Year 2014 contract with The Center for Family Services, as well as the current contract for Fiscal Years 2012 and 2013, are attached at Exhibit D.

Recommended Motion: In order to provide continuing medical insurance, dental insurance, group employee life, short-term disability, long-term disability and an Employee Assistance Program, I move to adopt Resolution 29-09-13.

RESOLUTION NO. 29-09-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO OBTAIN FOR FISCAL YEAR 2014 EMPLOYEE MEDICAL INSURANCE THROUGH FLORIDA BLUE; TO RENEW FOR FISCAL YEAR 2014 THE METLIFE EMPLOYEE DENTAL INSURANCE; TO RENEW FOR FISCAL YEAR 2014 THE LINCOLN FINANCIAL GROUP EMPLOYEE LIFE, SHORT-TERM DISABILITY AND LONG-TERM DISABILITY INSURANCE; AND, TO RENEW THE CONTRACT WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. FOR AN EMPLOYEE ASSISTANCE PROGRAM FOR FISCAL YEAR 2014 FOR TOWN EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has determined that it will provide the Town's employees with medical insurance, dental insurance, life, short-term disability, and long-term disability insurance coverage for Fiscal Year 2014; and

WHEREAS, the Town Commission has determined that it will provide the Town's employees with an employee assistance program for Fiscal Year 2014; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the medical, dental, life, short term disability and long term disability renewal evaluations effective October 1, 2013 presented by Gehring Group, a copies of which are attached hereto and incorporated herein as **Exhibit A**, **Exhibit B**, and **Exhibit C** respectively; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park and to obtain employee medical insurance through Florida Blue for Fiscal Year 2014; to renew for Fiscal Year 2014 its employee dental insurance through MetLife; and, to renew for Fiscal Year 2014 its employee life, short-term disability, and long-term disability insurance through Lincoln Financial Group; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to renew for Fiscal Year 2014 its contract with The Center for Family Services of Palm Beach County, Inc. for the provision of an Employee Assistance Program. A copy of The Center for Family Services of Palm Beach County, Inc. contract is attached hereto and incorporated herein as **Exhibit D**; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PAK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to obtain employee medical insurance through Florida Blue for Fiscal Year 2014 pursuant to the Medical Insurance RFP Evaluation presented by Gehring Group, a copy of which is attached hereto as **Exhibit A**.

Section 3. The Town Commission hereby authorizes and directs the Town Manager to renew its MetLife employee dental insurance for Fiscal Year 2014 pursuant to the Dental Insurance Renewal Evaluation presented by Gehring Group, a copy of which is attached hereto as **Exhibit B**.

Section 4. The Town Commission hereby authorizes the directs the Town Manager to renew its Lincoln Financial Group employee life, short-term disability and long-term disability insurance for Fiscal Year 2014 pursuant to the Life Insurance, Long Term Disability, and Short Term Disability Renewal Evaluations presented by Gehring Group, copies of which are attached hereto at **Exhibit C**.

Section 4. The Town Commission hereby authorizes and directs the Town Manager to execute the contract (attached hereto as **Exhibit D**) with The Center for Family Services of Palm Beach County, Inc. for the provision of an Employee Assistance Program for Fiscal Year 2014.

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

Exhibit A

EXHIBIT A-1

Town of Lake Park
 Medical Insurance RFP Evaluation
 Effective Date: October 1, 2013

A B C D E F

Dual Plan Option

	Current		Renewal		Alternative #1		Alternative #2		Base Plan (Alternate 2)		Buy-Up Plan (Current)		
	United Healthcare Choice Plus FXV-P w/FT		United Healthcare Choice Plus FXV-P w/FT		Florida Blue Predictable-Cost Plan 03769		United Healthcare Choice Plus FXR-P		United Healthcare Choice Plus FXR-P		United Healthcare Choice Plus FXV-P w/FT		
	In Network:	Out of Network:	In Network	Out of Network	In Network:	Out of Network:	In Network:	Out of Network	In Network:	Out of Network	In Network:	Out of Network:	
Deductible													
Single	\$500	\$1,000	\$500	\$1,000	\$500	\$1,500	\$2,000	\$4,000	\$2,000	\$4,000	\$500	\$1,000	
Family	\$1,500	\$3,000	\$1,500	\$3,000	\$1,500	\$4,500	\$6,000	\$12,000	\$6,000	\$12,000	\$1,500	\$3,000	
Out of Pocket Maximum	<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD, Coins, & Copays Excludes Rx</i>		<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD & Coins; Excludes Copays</i>		
Single	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000	\$4,000	\$8,000	\$4,000	\$8,000	\$3,000	\$6,000	
Family	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000	\$8,000	\$16,000	\$8,000	\$16,000	\$6,000	\$12,000	
Coinsurance	20%	40%	20%	40%	20%	50%	20%	40%	20%	40%	20%	40%	
Office Visits													
Physician Office Visit	\$25	CYD + 40%	\$25	CYD + 40%	\$25	CYD + 50%	\$25	CYD + 40%	\$25	CYD + 40%	\$25	CYD + 40%	
Specialist Visit	\$50	CYD + 40%	\$50	CYD + 40%	\$60	CYD + 50%	\$50	CYD + 40%	\$50	CYD + 40%	\$50	CYD + 40%	
Preventive Services (Wellness)	No Charge	Not Covered	No Charge	Not Covered	No Charge	50%	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	
Independent Clinical Lab	No Charge	CYD + 40%	No Charge	CYD + 40%	No Charge	CYD + 50%	No Charge	Not Covered	No Charge	Not Covered	No Charge	CYD + 40%	
Advanced Imaging	\$200	CYD + 40%	\$200	CYD + 40%	CYD + 20%	CYD + 50%	\$200	CYD + 40%	\$200	CYD + 40%	\$200	CYD + 40%	
Chiropractic	\$50	CYD + 40%	\$50	CYD + 40%	\$60	CYD + 50%	\$25	CYD + 40%	\$25	CYD + 40%	\$50	CYD + 40%	
Urgent Care Center	\$75	CYD + 40%	\$75	CYD + 40%	\$65	CYD + 50%	\$75	CYD + 40%	\$75	CYD + 40%	\$75	CYD + 40%	
Hospital													
Inpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	
Outpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	
Physician Services at Hospital	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	\$100	\$100	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	
Emergency Room Visit	\$200	\$200	\$200	\$200	\$300	\$300	\$200	\$200	\$200	\$200	\$200	\$200	
Ambulance	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	
Mental Health / Substance Abuse													
Inpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	No Charge	50%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	
Outpatient	\$50	CYD + 40%	\$50	CYD + 40%	No Charge	50%	\$50	CYD + 40%	\$50	CYD + 40%	\$50	CYD + 40%	
Prescription Drugs													
Generic	\$10	\$10	\$10	\$10	\$10		\$10	\$10	\$10	\$10	\$10	\$10	
Preferred Brand	\$35	\$35	\$35	\$35	\$50	50%	\$35	\$35	\$35	\$35	\$35	\$35	
Non Preferred Brand	\$60	\$60	\$60	\$60	\$80		\$60	\$60	\$60	\$60	\$60	\$60	
Injectables / Tier 4	20%	20%	20%	20%	20%		20%	20%	20%	20%	20%	20%	
Mail Order (90 day supply)	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	
	Total Cost		Total Cost		Total Cost		Total Cost		Total Cost		Total Cost		
Employee	25	\$561.98	25	\$651.88	25	\$614.93	25	\$591.63	25	\$591.63	25	\$651.88	
Employee + Spouse	6	\$1,247.61	6	\$1,447.19	6	\$1,463.52	6	\$1,313.43	6	\$1,313.43	6	\$1,447.19	
Employee + Child(ren)	4	\$1,022.80	4	\$1,186.42	4	\$1,131.46	4	\$1,076.76	4	\$1,076.76	4	\$1,186.42	
Family	4	\$1,725.29	4	\$2,001.28	4	\$1,918.56	4	\$1,816.32	4	\$1,816.32	4	\$2,001.28	
	* 30	Town Cost	EE Cost	Town Cost	EE Cost	Town Cost	EE Cost	Town Cost	EE Cost	Town Cost	EE Cost	Town Cost	EE Cost
Employee	25	\$561.98	\$0.00	\$651.88	\$0.00	\$614.93	\$0.00	\$591.63	\$0.00	\$591.63	\$0.00	\$651.63	\$60.25
Employee + Spouse	6	\$904.80	\$342.82	\$1,049.54	\$397.66	\$1,039.23	\$424.30	\$952.53	\$360.90	\$952.53	\$360.90	\$952.53	\$494.66
Employee + Child(ren)	4	\$792.39	\$230.41	\$919.15	\$267.27	\$873.20	\$258.27	\$834.20	\$242.57	\$834.20	\$242.57	\$834.20	\$352.23
Family	4	\$1,143.64	\$581.66	\$1,326.58	\$674.70	\$1,266.75	\$651.82	\$1,203.98	\$612.35	\$1,203.98	\$612.35	\$1,203.98	\$797.31
Employee's Waiving	5												
Monthly Premium	** 44	\$27,222.37	\$5,305.15	\$31,577.13	\$6,152.81	\$30,168.36	\$6,186.09	\$28,658.63	\$5,585.04	\$28,658.63	\$5,585.04	\$28,658.63	
Annual Premium		\$326,668.40	\$63,661.80	\$378,925.56	\$73,845.72	\$362,020.32	\$74,233.08	\$343,903.57	\$67,020.48	\$343,903.57	\$67,020.48	\$343,903.57	
\$ Increase		N/A	N/A	\$2,257.12	\$10,183.92	\$35,351.88	\$10,571.28	\$17,234.88	\$3,358.68	\$17,234.88	\$3,358.68	\$17,234.88	
% Increase		N/A	N/A	16.0%	16.0%	10.8%	16.6%	5.3%	5.3%	5.3%	5.3%	5.3%	

* Total insured employees
 ** Total eligible (full-time) employees

*Initial offer 22.00% increase *Initial offer 17.61% increase *Initial offer 10.72% increase

Town of Lake Park
 Medical Insurance RFP Evaluation
 Effective Date: October 1, 2013



	Current		Renewal		Alternative #1		Alternative #2	
	United Healthcare Choice Plus FXV-P w/FT		United Healthcare Choice Plus FXV-P w/FT		Florida Blue Predictable Cost Plan 03769		United Healthcare Choice Plus FXP-P	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible								
Single	\$500	\$1,000	\$500	\$1,000	\$500	\$1,500	\$1,000	\$2,000
Family	\$1,500	\$3,000	\$1,500	\$3,000	\$1,500	\$4,500	\$3,000	\$6,000
Out of Pocket Maximum	<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD, Coins, & Copays Excludes Rx</i>		<i>Includes CYD & Coins; Excludes Copays</i>	
Single	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000	\$3,500	\$7,000
Family	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000	\$7,000	\$14,000
Coinsurance	20%	40%	20%	40%	20%	50%	20%	40%
Office Visits								
Physician Office Visit	\$25	CYD + 40%	\$25	CYD + 40%	\$25	CYD + 50%	\$25	CYD + 40%
Specialist Visit	\$50	CYD + 40%	\$50	CYD + 40%	\$60	CYD + 50%	\$50	CYD + 40%
Preventive Services (Wellness)	No Charge	Not Covered	No Charge	Not Covered	No Charge	50%	No Charge	Not Covered
Independent Clinical Lab	No Charge	CYD + 40%	No Charge	CYD + 40%	No Charge	CYD + 50%	No Charge	CYD + 40%
Advanced Imaging	\$200	CYD + 40%	\$200	CYD + 40%	CYD + 20%	CYD + 50%	\$200	CYD + 40%
Chiropractic	\$50	CYD + 40%	\$50	CYD + 40%	\$60	CYD + 50%	\$25	CYD + 40%
Urgent Care Center	\$75	CYD + 40%	\$75	CYD + 40%	\$65	CYD + 50%	\$75	CYD + 40%
Hospital								
Inpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%
Outpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%
Physician Services at Hospital	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	\$100	\$100	CYD + 20%	CYD + 40%
Emergency Room Visit	\$200	\$200	\$200	\$200	\$300	\$300	\$200	\$200
Ambulance	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%
Mental Health / Substance Abuse								
Inpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	No Charge	50%	CYD + 20%	CYD + 40%
Outpatient	\$50	CYD + 40%	\$50	CYD + 40%	No Charge	50%	\$50	CYD + 40%
Prescription Drugs								
Generic	\$10	\$10	\$10	\$10	\$10		\$10	\$10
Preferred Brand	\$35	\$35	\$35	\$35	\$50		\$35	\$35
Non Preferred Brand	\$60	\$60	\$60	\$60	\$80	50%	\$60	\$60
Injectables / Tier 4	20%	20%	20%	20%	20%		20%	20%
Mail Order (90 day supply)	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered
Employee	26	\$561.98		\$685.60		\$647.29		\$657.85
Employee + Spouse	6	\$1,247.61		\$1,522.05		\$1,540.55		\$1,460.44
Employee + Child	4	\$1,022.80		\$1,247.79		\$1,191.01		\$1,197.28
Employee + Family	4	\$1,725.29		\$2,104.81		\$2,019.54		\$2,019.61
Monthly Premium		\$33,089.50		\$40,368.30		\$38,915.04		\$38,734.30
Annual Premium		\$397,074.00		\$484,419.60		\$466,980.48		\$464,811.60
\$ Increase		N/A		\$87,345.60		\$69,906.48		\$67,737.60
% Increase		N/A		22.00%		17.61%		17.06%

Town of Lake Park
Medical Insurance RFP Evaluation
Effective Date: October 1, 2013



	Current		Alternative #3		Alternative #4		Alternative #5	
	United Healthcare Choice Plus FXV-P w/FT		United Healthcare Choice Plus FXQ-P		Coventry EvoPOS Plus 80 2500		United Healthcare Choice Plus FXR-P	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible								
Single	\$500	\$1,000	\$1,500	\$3,000	\$2,500	\$5,000	\$2,000	\$4,000
Family	\$1,500	\$3,000	\$4,500	\$9,000	\$5,000	\$10,000	\$6,000	\$12,000
Out of Pocket Maximum	<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD & Coins; Excludes Copays</i>	
Single	\$3,000	\$6,000	\$4,500	\$9,000	\$6,000	\$10,000	\$4,000	\$8,000
Family	\$6,000	\$12,000	\$9,000	\$18,000	\$12,000	\$20,000	\$8,000	\$16,000
Coinsurance	20%	40%	20%	40%	20%	50%	20%	40%
Office Visits								
Physician Office Visit	\$25	CYD + 40%	\$25	CYD + 40%	\$30	CYD + 50%	\$25	CYD + 40%
Specialist Visit	\$50	CYD + 40%	\$50	CYD + 40%	\$60	CYD + 50%	\$50	CYD + 40%
Preventive Services (Wellness)	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Independent Clinical Lab	No Charge	CYD + 40%	No Charge	CYD + 40%	\$60	CYD + 50%	No Charge	Not Covered
Advanced Imaging	\$200	CYD + 40%	\$200	CYD + 40%	\$200	CYD + 50%	\$200	CYD + 40%
Chiropractic	\$50	CYD + 40%	\$25	CYD + 40%	\$60	CYD + 50%	\$25	CYD + 40%
Urgent Care Center	\$75	CYD + 40%	\$75	CYD + 40%	\$50	\$50	\$75	CYD + 40%
Hospital								
Inpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	\$500 + CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%
Outpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	\$250 + CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%
Physician Services at Hospital	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	\$500 + CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%
Emergency Room Visit	\$200	\$200	\$200	\$200	\$300	\$300	\$200	\$200
Ambulance	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%
Mental Health / Substance Abuse								
Inpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	\$500 + CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%
Outpatient	\$50	CYD + 40%	\$50	CYD + 40%	\$60	CYD + 50%	\$50	CYD + 40%
Prescription Drugs								
Generic	\$10	\$10	\$10	\$10	\$3/\$20		\$10	\$10
Preferred Brand	\$35	\$35	\$35	\$35	\$45		\$35	\$35
Non Preferred Brand	\$60	\$60	\$60	\$60	\$70	Not Covered	\$60	\$60
Injectables / Tier 4	20%	20%	20%	20%	20%		20%	20%
Mail Order (90 day supply)	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	1/2/3x Retail		2.5 x Retail	Not Covered
Employee	26	\$561.98	\$631.10	\$627.19	\$622.24			
Employee + Spouse	6	\$1,247.61	\$1,401.06	\$1,317.10	\$1,381.39			
Employee + Child	4	\$1,022.80	\$1,148.60	\$1,191.66	\$1,132.47			
Employee + Family	4	\$1,725.29	\$1,937.49	\$1,944.29	\$1,910.29			
Monthly Premium		\$33,089.50	\$37,159.32	\$36,753.34	\$36,637.62			
Annual Premium		\$397,074.00	\$445,911.84	\$441,040.08	\$439,651.44			
\$ Increase		N/A	\$48,837.84	\$43,966.08	\$42,577.44			
% Increase		N/A	12.30%	11.07%	10.72%			

Town of Lake Park
Medical Insurance RFP Evaluation
Effective Date: October 1, 2013

Current

	United Healthcare Choice Plus FXV-P w/FT		Florida Blue Predictable Cost Plan 05770		Humana National POS 11		Florida Blue Predictable Cost Plan 03559	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible								
Single	\$500	\$1,000	\$1,000	\$3,000	\$3,000	\$9,000	\$500	\$750
Family	\$1,500	\$3,000	\$3,000	\$6,000	\$6,000	\$18,000	\$1,500	\$2,250
Out of Pocket Maximum	<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes CYD, Coins, Copays, Exc. Rx</i>		Includes Coinsurance Only		<i>Includes CYD, Coins, & Copays Excludes Rx</i>	
Single	\$3,000	\$6,000	\$3,500	\$7,000	\$3,000	\$9,000	\$2,500	\$5,000
Family	\$6,000	\$12,000	\$7,000	\$14,000	\$6,000	\$18,000	\$5,000	\$10,000
Coinsurance	20%	40%	20%	50%	20%	50%	20%	40%
Office Visits								
Physician Office Visit	\$25	CYD + 40%	\$25	CYD + 50%	\$30	CYD + 50%	\$20	CYD + 40%
Specialist Visit	\$50	CYD + 40%	\$45	CYD + 50%	\$55	CYD + 50%	\$40	CYD + 40%
Preventive Services (Wellness)	No Charge	Not Covered	No Charge	50%	No Charge	CYD + 50%	No Charge	40%
Independent Clinical Lab	No Charge	CYD + 40%	No Charge	CYD + 50%	No Charge	CYD + 50%	No Charge	CYD + 40%
Advanced Imaging	\$200	CYD + 40%	\$200	CYD + 50%	\$300	In-Net CYD + 50%	\$150	CYD + 40%
Chiropractic	\$50	CYD + 40%	\$45	CYD + 50%	\$55	CYD + 50%	\$40	CYD + 40%
Urgent Care Center	\$75	CYD + 40%	\$50	CYD + 50%	\$55/\$75	CYD + 50%	\$45	CYD + 40%
Hospital								
Inpatient	CYD + 20%	CYD + 40%	CYD + 20%	\$3,500	CYD + 20%	CYD + 50%	Opt 1/Opt 2 \$600/\$1,000	Opt 1/Opt 2 CYD + 40%
Outpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	\$200/\$300	CYD + 40%
Physician Services at Hospital	CYD + 20%	CYD + 40%	\$100	\$100	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 40%
Emergency Room Visit	\$200	\$200	\$200	\$200	\$300	\$300	\$100	\$100
Ambulance	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%
Mental Health / Substance Abuse								
Inpatient	CYD + 20%	CYD + 40%	No Charge	\$500	CYD + 20%	CYD + 50%	No Charge	40%
Outpatient	\$50	CYD + 40%	No Charge	50%	\$55	CYD + 50%	No Charge	40%
Prescription Drugs								
Generic	\$10	\$10	\$10		\$10	\$10 + 30%	\$10	
Preferred Brand	\$35	\$35	\$50	50%	\$40	\$40 + 30%	\$50	40%
Non Preferred Brand	\$60	\$60	\$80		\$70	\$70 + 30%	\$80	
Injectables / Tier 4	20%	20%	20%		25%	30%	20%	
Mail Order (90 day supply)	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5x Retail	Not Covered	2.5 x Retail	Not Covered
Employee	26	\$561.98		\$643.69		\$681.86		\$669.82
Employee + Spouse	6	\$1,247.61		\$1,531.99		\$1,363.73		\$1,594.18
Employee + Child	4	\$1,022.80		\$1,184.40		\$1,295.54		\$1,232.47
Employee + Family	4	\$1,725.29		\$2,008.32		\$2,181.96		\$2,089.84
Monthly Premium		\$33,089.50		\$38,698.76		\$39,820.74		\$40,269.64
Annual Premium		\$397,074.00		\$464,385.12		\$477,848.88		\$483,235.68
\$ Increase		N/A		\$67,311.12		\$80,774.88		\$86,161.68
% Increase		N/A		16.95%		20.34%		21.70%

Town of Lake Park
Medical Insurance RFP Evaluation
Effective Date: October 1, 2013

Current

	United Healthcare Choice Plus FXV-P w/FT		Aetna FL 2-100 HN Option 12-1500-70	
	In Network	Out of Network	In Network	Out of Network
Deductible				
Single	\$500	\$1,000	\$1,500	\$2,000
Family	\$1,500	\$3,000	\$3,000	\$4,000
Out of Pocket Maximum	<i>Includes CYD & Coins; Excludes Copays</i>		<i>Includes Deductible Only</i>	
Single	\$3,000	\$6,000	\$5,000	\$8,000
Family	\$6,000	\$12,000	\$10,000	\$16,000
Coinsurance	20%	40%	30%	50%
Office Visits				
Physician Office Visit	\$25	CYD + 40%	\$30	CYD + 50%
Specialist Visit	\$50	CYD + 40%	\$60	CYD + 50%
Preventive Services (Wellness)	No Charge	Not Covered	No Charge	CYD + 50%
Independent Clinical Lab	No Charge	CYD + 40%	No Charge	CYD + 50%
Advanced Imaging	\$200	CYD + 40%	CYD + 30%	CYD + 50%
Chiropractic	\$50	CYD + 40%	\$60	CYD + 50%
Urgent Care Center	\$75	CYD + 40%	\$75	CYD + 50%
Hospital				
Inpatient	CYD + 20%	CYD + 40%	CYD + 30%	CYD + 50%
Outpatient	CYD + 20%	CYD + 40%	CYD + 30%	CYD + 50%
Physician Services at Hospital	CYD + 20%	CYD + 40%	CYD + 30%	CYD + 50%
Emergency Room Visit	\$200	\$200	\$300	\$300
Ambulance	CYD + 20%	In-Net CYD + 20%	CYD + 30%	In-Net CYD + 30%
Mental Health / Substance Abuse				
Inpatient	CYD + 20%	CYD + 40%	CYD + 30%	CYD + 50%
Outpatient	\$50	CYD + 40%	\$60	CYD + 50%
Prescription Drugs				
Generic	\$10	\$10	\$10	
Preferred Brand	\$35	\$35	\$45	
Non Preferred Brand	\$60	\$60	\$65	Not Covered
Injectables / Tier 4	20%	20%	20%	
Mail Order (90 day supply)	2.5 x Retail	Not Covered	2 x Retail	
Employee	26	\$561.98		\$844.00
Employee + Spouse	6	\$1,247.61		\$1,856.00
Employee + Child	4	\$1,022.80		\$1,603.00
Employee + Family	4	\$1,725.29		\$2,615.00
Monthly Premium		\$33,089.50		\$49,952.00
Annual Premium		\$397,074.00		\$599,424.00
\$ Increase		N/A		\$202,350.00
% Increase		N/A		50.96%

Town of Lake Park
 Employee Medical Benefits Evaluation - Caveats
 Effective Date: October 1, 2013

Carrier	Proposed Medical Plan Caveats
Coventry	*75% participation required. *Quoted rates are based on discount from medical questionnaire completion.
Florida Blue	*75% participation required.
United Healthcare	*75% participation required.

**This page is a high level summary of the key caveats taken from the respective proposals. Please refer to the proposals for a more detailed description.*

Exhibit B

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2013

EXHIBIT B-1

SCHEDULE OF BENEFITS	Current		Renewal		Alternative #1		Alternative #2	
	MetLife PPO Plan		MetLife PPO Plan		Delta Dental PPO Plan D		United Concordia PPO Plan	
Plan Basics	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Calendar Year Maximum	\$1,000		\$1,000		\$1,000		\$1,000	
Deductibles								
Single	\$25	\$50	\$25	\$50	\$50	\$50	\$25	\$25
Family	\$75	\$150	\$75	\$150	\$150	\$150	\$75	\$75
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventative	100%	100%	100%	100%	100%	80%	100%	100%
Basic	95%	80%	95%	80%	80%	60%	90%	80%
Major	50%	50%	50%	50%	50%	40%	60%	50%
Orthodontia	50%	50%	50%	50%	50%	50%	50%	50%
Service Information								
Out of Network Benefits Payable Level	90% UCR		90% UCR		Maximum Allowable Charge		Maximum Allowable Charge	
Waiting Period for Major Services	None		None		None		None	
Endodontics/Periodontics Payable Level	Basic		Basic		Basic		Basic	
Rate Guarantee	Expires 09/30/13		12 Months		12 Months		24 Months	
	Total Cost		Total Cost		Total Cost		Total Cost	
Employee	25	\$30.03		\$31.68		\$29.09		\$31.20
Employee + Family	17	\$90.64		\$95.63		\$95.91		\$96.70
Monthly Premium		\$2,291.63		\$2,417.71		\$2,357.72		\$2,423.90
Annual Premium		\$27,499.56		\$29,012.52		\$28,292.64		\$29,086.80
\$ Increase		N/A		\$1,512.96		\$793.08		\$1,587.24
% Increase		N/A		5.5%		2.9%		5.8%

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2013

Current

SCHEDULE OF BENEFITS	MetLife PPO Plan		Principal Financial PPO Plan		Guardian PPO Plan		The Standard PPO Plus Plan	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Plan Basics								
Calendar Year Maximum	\$1,000		\$1,000		\$1,000		\$1,000	
Deductibles								
Single	\$25	\$50	\$25	\$50	\$25	\$50	\$25	\$50
Family	\$75	\$150	\$75	\$150	\$75	\$150	\$75	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventative	100%	100%	100%	100%	100%	100%	100%	100%
Basic	95%	80%	95%	80%	90%	80%	95%	80%
Major	50%	50%	50%	50%	60%	50%	50%	50%
Orthodontia	50%	50%	50%	50%	50%	50%	50%	50%
Service Information								
Out of Network Benefits Payable Level	90% UCR		90th Percentile		90th Percentile		90th Percentile	
Waiting Period for Major Services	None		None		None		None	
Endodontics/Periodontics Payable Level	Basic		Basic		Basic		Basic	
Rate Guarantee	Expires 09/30/13		12 Months		12 Months		12 Months	
	Total Cost		Total Cost		Total Cost		Total Cost	
Employee	25	\$30.03	\$33.67	\$37.49	\$33.80			
Employee + Family	17	\$90.64	\$99.22	\$103.77	\$111.88			
Monthly Premium		\$2,291.63	\$2,528.49	\$2,701.34	\$2,746.96			
Annual Premium		\$27,499.56	\$30,341.88	\$32,416.08	\$32,963.52			
\$ Increase		N/A	\$2,842.32	\$4,916.52	\$5,463.96			
% Increase		N/A	10.3%	17.9%	19.9%			

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2013



Current

SCHEDULE OF BENEFITS	MetLife PPO Plan		Lincoln Financial PPO Plan		Ameritas PPO Plan 1		United Concordia PPO Plan	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Plan Basics								
Calendar Year Maximum	\$1,000		\$1,000		\$1,000		\$1,000	
Deductibles								
Single	\$25	\$50	\$25	\$50	\$25	\$50	\$25	\$25
Family	\$75	\$150	\$75	\$150	\$75	\$150	\$75	\$75
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventative	100%	100%	100%	100%	100%	100%	100%	100%
Basic	95%	80%	95%	80%	95%	80%	90%	80%
Major	50%	50%	50%	50%	50%	50%	60%	50%
Orthodontia	50%	50%	50%	50%	50%	50%	50%	50%
Service Information								
Out of Network Benefits Payable Level	90% UCR		90th Percentile		90th Percentile		90th Percentile	
Waiting Period for Major Services	None		None		None		None	
Endodontics/Periodontics Payable Level	Basic		Basic		Basic		Basic	
Rate Guarantee	Expires 09/30/13		12 Months		12 Months		24 Months	
	Total Cost		Total Cost		Total Cost		Total Cost	
Employee 25	\$30.03		\$38.20		\$34.00		\$37.40	
Employee + Family 17	\$90.64		\$106.45		\$113.88		\$112.30	
Monthly Premium	\$2,291.63		\$2,764.65		\$2,785.96		\$2,844.10	
Annual Premium	\$27,499.56		\$33,175.80		\$33,431.52		\$34,129.20	
\$ Increase	N/A		\$5,676.24		\$5,931.96		\$6,629.64	
% Increase	N/A		20.6%		21.6%		24.1%	

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2013

Current

SCHEDULE OF BENEFITS	MetLife PPO Plan		Aetna PPO Plan Option 6A		Sun Life PPO Plan	
	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
Plan Basics						
Calendar Year Maximum	\$1,000		\$1,500		\$1,000	
Deductibles						
Single	\$25	\$50	\$50	\$50	\$25	\$50
Family	\$75	\$150	\$150	\$150	\$75	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes	Yes	Yes
Benefits						
Preventative	100%	100%	100%	100%	100%	100%
Basic	95%	80%	80%	80%	90%	80%
Major	50%	50%	50%	50%	60%	50%
Orthodontia	50%	50%	50%	50%	50%	50%
Service Information						
Out of Network Benefits Payable Level	90% UCR		Maximum Allowable Charge		90th Percentile	
Waiting Period for Major Services	None		None		None	
Endodontics/Periodontics Payable Level	Basic		Basic		Basic	
Rate Guarantee	Expires 09/30/13		12 Months		12 Months	
	Total Cost		Total Cost		Total Cost	
Employee	25	\$30.03	\$35.20		\$45.90	
Employee + Family	17	\$90.64	\$119.80		\$126.90	
Monthly Premium		\$2,291.63	\$2,916.60		\$3,304.80	
Annual Premium		\$27,499.56	\$34,999.20		\$39,657.60	
\$ Increase		N/A	\$7,499.64		\$12,158.04	
% Increase		N/A	27.3%		44.2%	

Town of Lake Park
 Employee Dental Benefits Evaluation - Caveats
 Effective Date: October 1, 2013

Carrier	Proposed Dental Plan Caveats
<p>Ameritas</p>	<p>*Rates reflect electronic enrollment. *If paper statements are selected rates will increase .20 per employee.</p>
<p>Delta Dental</p>	<p>*Minimum 5 enrolled or 75% whichever is greater.</p>
<p>Guardian</p>	<p>*Rollover benefits are available see full proposal for details.</p>
<p>Lincoln Financial</p>	<p>*Quoted dental rates are discounted based on being sold with another line of coverage. *Minimum 10 employees enrolled and minimum of 60% of dependents must be enrolled.</p>
<p>Principal Financial</p>	<p>*Quoted dental rates assume 100% participation.</p>
<p>Sun Life</p>	<p>*Greater of 20% of eligible employees or 10 enrolled lives required.</p>
<p>United Concordia</p>	<p>*Minimum 10 enrolled.</p>

**This page is a high level summary of the key caveats taken from the respective proposals. Please refer to the proposals for a more detailed description.*

Exhibit C

Town of Lake Park
Life Insurance Renewal Evaluation
Effective Date: October 1, 2013

EXHIBIT C-1

	CURRENT	REVISED RENEWAL	Alternative #1	Alternative #2
Basic Life / AD&D	Lincoln Financial	Lincoln Financial	The Standard	Cigna
Class Description				
Class 1: Town Managers	1 x annual salary to a maximum of \$150,000	1 x annual salary to a maximum of \$150,000	1 x annual salary to a maximum of \$150,000	1 x annual salary to a maximum of \$150,000
Class 2: All other FT EE's	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000
Features				
Waiver of Premium	Included	Included	Included	Included
Conversion Privilege	Included	Included	Included	Included
Age Reduction Schedule	35% at age 65 50% at age 70 65% at age 75	35% at age 65 50% at age 70 65% at age 75	35% at age 65 50% at age 70 65% at age 75	35% at age 65 50% at age 70 65% at age 75
Rate Guarantee Period	Expires 09/30/13	12 Months	36 Months	24 Months
Basic Life Rate / \$1,000	0.310	0.340	0.260	0.270
AD&D Rate / \$1,000	0.035	0.035	0.030	0.025
Total Life and AD&D Rate	0.345	0.375	0.290	0.295
Estimated Volume	\$1,926,850	\$1,926,850	\$1,926,850	\$1,926,850
Total Monthly Premium	\$664.76	\$722.57	\$558.79	\$568.42
Total Annual Premium	\$7,977.16	\$8,670.83	\$6,705.44	\$6,821.05
\$ Increase	N/A	\$693.67	-\$1,271.72	-\$1,156.11
% Increase	N/A	8.70%	-15.94%	-14.49%

EXHIBIT C-2

Town of Lake Park
Long Term Disability Insurance Renewal Evaluation
Effective Date: October 1, 2013

	CURRENT	REVISED RENEWAL	Alternative #1	Alternative #2
Long Term Disability	Lincoln Financial	Lincoln Financial	Cigna	The Standard
All Eligible Employees	60% of monthly earnings up to \$5,000			
Elimination Period	90 Days	90 Days	90 Days	90 Days
Own Occupation Period	24 Months	24 Months	24 Months	24 Months
Duration of Benefit	SSNRA	SSNRA	SSNRA	SSNRA
Maximum Monthly Benefit	\$5,000	\$5,000	\$5,000	\$5,000
Mental Illness Limitation	24 Months	24 Months	24 Months	24 Months
Pre-Existing Condition Limitation	3/12	3/12	3/12	3/12
Rate Guarantee Period	Expires 09/30/13	12 Months	24 Months	36 Months
LTD Rate / \$100	\$0.460	\$0.470	\$0.400	\$0.787
Estimated Volume	\$167,783	\$167,783	\$167,783	\$167,783
Monthly Premium	\$771.80	\$788.58	\$671.13	\$1,320.45
Annual Premium	\$9,261.62	\$9,462.96	\$8,053.58	\$15,845.43
\$ Increase	N/A	\$201.34	-\$1,208.04	\$6,583.80
% Increase	N/A	2.2%	-13.0%	71.1%

Town of Lake Park

Short Term Disability Insurance Renewal Evaluation

Effective Date: October 1, 2013

EXHIBIT C-3

	Current	Renewal	Alternative #1	Alternative #2
SHORT TERM DISABILITY	Lincoln Financial	Lincoln Financial	The Standard	Cigna
Benefits				
Benefit Percent	70% of weekly earnings	70% of weekly earnings	70% of weekly earnings	70% of weekly earnings
Maximum Benefit per Week	\$1,200	\$1,200	\$1,200	\$1,200
Elimination Period:				
Accident Waiting Period	14 Days	14 Days	14 Days	14 Days
Illness Waiting Period	14 Days	14 Days	14 Days	14 Days
Benefit Duration	13 Weeks	13 Weeks	13 Weeks	13 Weeks
Rate Guarantee	Expires 09/30/13	24 Months	36 Months	12 Months
Benefits Volume	\$26,811	\$26,811	\$26,811	\$26,811
Rate per \$10	\$0.540	\$0.540	\$0.304	\$0.430
MONTHLY PREMIUM	\$1,447.79	\$1,447.79	\$815.05	\$1,152.87
ANNUAL PREMIUM	\$17,373.53	\$17,373.53	\$9,780.65	\$13,834.48
\$ INCREASE	N/A	\$0.00	-\$7,592.88	-\$3,539.05
% INCREASE	N/A	0.0%	-43.7%	-20.4%

Town of Lake Park

Life Insurance Renewal Evaluation

Effective Date: October 1, 2013

CURRENT

Basic Life / AD&D	Lincoln Financial	Principal Financial	Sun Life Financial	Prudential
Class Description				
Class 1: Town Managers	1 x annual salary to a maximum of \$150,000	1 x annual salary to a maximum of \$150,000	1 x annual salary to a maximum of \$150,000	1 x annual salary to a maximum of \$150,000
Class 2: All other FT EE's	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000
Features				
Waiver of Premium	Included	Included	Included	Included
Conversion Privilege	Included	Included	Included	Included
Age Reduction Schedule	35% at age 65 50% at age 70 65% at age 75	35% at age 65 50% at age 70	35% at age 65 50% at age 70 65% at age 75	35% at age 65 50% at age 70
Rate Guarantee Period	Expires 09/30/13	24 Months	24 Months	24 Months
Basic Life Rate / \$1,000	0.310	0.294	0.300	0.336
AD&D Rate / \$1,000	0.035	0.034	0.032	0.018
Total Life and AD&D Rate	0.345	0.328	0.332	0.354
Estimated Volume	\$1,926,850	\$1,926,850	\$1,926,850	\$1,926,850
Total Monthly Premium	\$664.76	\$632.01	\$639.71	\$682.10
Total Annual Premium	\$7,977.16	\$7,584.08	\$7,676.57	\$8,185.26
\$ Increase	N/A	-\$393.08	-\$300.59	\$208.10
% Increase	N/A	-4.93%	-3.77%	2.61%

Town of Lake Park
Life Insurance Renewal Evaluation
Effective Date: October 1, 2013



CURRENT

Basic Life / AD&D	Lincoln Financial	MetLife	Humana	Guardian
Class Description				
Class 1: Town Managers	1 x annual salary to a maximum of \$150,000	2x annual salary to a maximum of \$240,000	1 x annual salary to a maximum of \$150,000	1 x annual salary to a maximum of \$150,000
Class 2: All other FT EE's	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000
Features				
Waiver of Premium	Included	Included	Included	Included
Conversion Privilege	Included	Included	Included	Included
Age Reduction Schedule	35% at age 65 50% at age 70 65% at age 75	35% at age 65 50% at age 70	50% at age 70+	35% at age 65 50% at age 70 65% at age 75
Rate Guarantee Period	Expires 09/30/13	12 Months	24 Months	24 Months
Basic Life Rate / \$1,000	0.310	0.341	0.380	0.410
AD&D Rate / \$1,000	0.035	0.031	0.020	0.025
Total Life and AD&D Rate	0.345	0.372	0.400	0.435
Estimated Volume	\$1,926,850	\$1,926,850	\$1,926,850	\$1,926,850
Total Monthly Premium	\$664.76	\$716.79	\$770.74	\$838.18
Total Annual Premium	\$7,977.16	\$8,601.46	\$9,248.88	\$10,058.16
\$ Increase	N/A	\$624.30	\$1,271.72	\$2,081.00
% Increase	N/A	7.83%	15.94%	26.09%

Town of Lake Park
Life Insurance Renewal Evaluation
Effective Date: October 1, 2013

CURRENT

Basic Life / AD&D	Lincoln Financial	The Hartford
Class Description		
Class 1: Town Managers	1 x annual salary to a maximum of \$150,000	1 x annual salary to a maximum of \$150,000
Class 2: All other FT EE's	1 x annual salary to a maximum of \$50,000	1 x annual salary to a maximum of \$50,000
Features		
Waiver of Premium	Included	Included
Conversion Privilege	Included	Included
Age Reduction Schedule	35% at age 65 50% at age 70 65% at age 75	35% at age 65,70,75 Additional 25% at age 80,85,90,95
Rate Guarantee Period	Expires 09/30/13	24 Months
Basic Life Rate / \$1,000	0.310	0.451
AD&D Rate / \$1,000	0.035	0.020
Total Life and AD&D Rate	0.345	0.471
Estimated Volume	\$1,926,850	\$1,926,850
Total Monthly Premium	\$664.76	\$907.55
Total Annual Premium	\$7,977.16	\$10,890.56
\$ Increase	N/A	\$2,913.40
% Increase	N/A	36.52%

Town of Lake Park

Long Term Disability Insurance Renewal Evaluation

Effective Date: October 1, 2013



CURRENT

Long Term Disability	Lincoln Financial	Prudential	Sun Life	The Hartford
All Eligible Employees	60% of monthly earnings up to \$5,000			
Elimination Period	90 Days	90 Days	90 Days	90 Days
Own Occupation Period	24 Months	24 Months	24 Months	24 Months
Duration of Benefit	SSNRA	SSNRA	SSNRA	SSNRA
Maximum Monthly Benefit	\$5,000	\$5,000	\$5,000	\$5,000
Mental Illness Limitation	24 Months	24 Months	24 Months	24 Months
Pre-Existing Condition Limitation	3/12	3/12	3/12	3/3/12
Rate Guarantee Period	Expires 09/30/13	24 Months	24 Months	24 Months
LTD Rate / \$100	\$0.460	\$0.661	\$0.680	\$0.774
Estimated Volume	\$167,783	\$167,783	\$167,783	\$167,783
Monthly Premium	\$771.80	\$1,109.05	\$1,140.92	\$1,298.64
Annual Premium	\$9,261.62	\$13,308.55	\$13,691.09	\$15,583.69
\$ Increase	N/A	\$4,046.93	\$4,429.47	\$6,322.06
% Increase	N/A	43.7%	47.8%	68.3%

Town of Lake Park

Long Term Disability Insurance Renewal Evaluation

Effective Date: October 1, 2013

CURRENT

Long Term Disability	Lincoln Financial	MetLife	Principal Financial
All Eligible Employees	60% of monthly earnings up to \$5,000	60% of monthly earnings up to \$5,000	60% of monthly earnings up to \$5,000
Elimination Period	90 Days	90 Days	180 Days
Own Occupation Period	24 Months	24 Months	24 Months
Duration of Benefit	SSNRA	SSNRA	SSNRA
Maximum Monthly Benefit	\$5,000	\$5,000	\$5,000
Mental Illness Limitation	24 Months	24 Months	24 Months
Pre-Existing Condition Limitation	3/12	3/12	3/12
Rate Guarantee Period	Expires 09/30/13	12 Months	24 Months
LTD Rate / \$100	\$0.460	\$0.788	\$0.840
Estimated Volume	\$167,783	\$167,783	\$167,783
Monthly Premium	\$771.80	\$1,322.13	\$1,409.38
Annual Premium	\$9,261.62	\$15,865.56	\$16,912.53
\$ Increase	N/A	\$6,603.94	\$7,650.90
% Increase	N/A	71.3%	82.6%

Town of Lake Park

Short Term Disability Insurance Renewal Evaluation

Effective Date: October 1, 2013



Current

SHORT TERM DISABILITY	Lincoln Financial	Prudential	Sun Life	Principal Financial
Benefits				
Benefit Percent	70% of weekly earnings	70% of weekly earnings	70% of weekly earnings	66.66% of weekly earnings
Maximum Benefit per Week	\$1,200	\$1,200	\$1,200	\$1,200
Elimination Period:				
Accident Waiting Period	14 Days	14 Days	14 Days	14 Days
Illness Waiting Period	14 Days	14 Days	14 Days	14 Days
Benefit Duration	13 Weeks	11 Weeks	11 Weeks	24 Weeks
Rate Guarantee	Expires 09/30/13	24 Months	24 Months	24 Months
Benefits Volume	\$26,811	\$26,811	\$26,811	\$26,811
Rate per \$10	\$0.540	\$0.260	\$0.300	\$0.320
MONTHLY PREMIUM	\$1,447.79	\$697.09	\$804.33	\$857.95
ANNUAL PREMIUM	\$17,373.53	\$8,365.03	\$9,651.96	\$10,295.42
\$ INCREASE	N/A	-\$9,008.50	-\$7,721.57	-\$7,078.10
% INCREASE	N/A	-51.9%	-44.4%	-40.7%

Town of Lake Park

Short Term Disability Insurance Renewal Evaluation

Effective Date: October 1, 2013

Current

SHORT TERM DISABILITY	Lincoln Financial	MetLife	Humana	The Hartford
Benefits				
Benefit Percent	70% of weekly earnings	70% of weekly earnings	66% of weekly earnings	66.66% of weekly earnings
Maximum Benefit per Week	\$1,200	\$1,200	\$2,500	\$1,200
Elimination Period:				
Accident Waiting Period	14 Days	14 Days	0 Days	14 Days
Illness Waiting Period	14 Days	14 Days	7 Days	14 Days
Benefit Duration	13 Weeks	11 Weeks	26 Weeks	11 Weeks
Rate Guarantee	Expires 09/30/13	12 Months	24 Months	24 Months
Benefits Volume	\$26,811	\$26,811	\$26,811	\$26,811
Rate per \$10	\$0.540	\$0.345	\$0.590	\$0.628
MONTHLY PREMIUM	\$1,447.79	\$924.98	\$1,581.85	\$1,683.73
ANNUAL PREMIUM	\$17,373.53	\$11,099.75	\$18,982.19	\$20,204.77
\$ INCREASE	N/A	-\$6,273.77	\$1,608.66	\$2,831.24
% INCREASE	N/A	-36.1%	9.3%	16.3%

Town of Lake Park
Employee Life & Disability Benefits Evaluation - Caveats
Effective Date: October 1, 2013

Carrier	Proposed Life & Disability Plan Caveats
Cigna	<ul style="list-style-type: none"> *Minimum of 50 eligible employees required to offer life and disability package without medical or dental coverage. *Quoted rates based on offering life and disability as a package. *STD can not be sold as a stand alone product.
Guardian	<ul style="list-style-type: none"> *EAP is included at no additional charge if three or more lines are offered. *If multiple lines are sold life and voluntary rates may be discounted further. *Life must be sold with another product offering. *Required participation of 75%.
MetLife	<ul style="list-style-type: none"> *LTD rates include fee for EAP services. *Life and AD&D require the greater of 25% participation or 10 eligible employees.
Principal Financial	<ul style="list-style-type: none"> *Voluntary AD&D is automatically added to Voluntary Life when elected. *Electing 3 or more lines of coverage may qualify for a discount. *Non-contributory requires 100% participation. *Contributory requires 75% participation.
Prudential	<ul style="list-style-type: none"> *Supplemental life requires greater of 10 lives or 15% participation. *All life and disability plans quoted must be sold as a package to receive quoted rates.
The Hartford	<ul style="list-style-type: none"> *Waiver of premium for life & AD&D has a 6 month waiting period. *Minimum of 10 lives enrolled per line of coverage.
The Standard	<ul style="list-style-type: none"> *Supplemental Life must be packaged with Life and AD&D. *Supplemental life requires the greater of 20% or 10 eligible employees. *LTD plan rates include EAP plan.

**This page is a high level summary of the key caveats taken from the respective proposals. Please refer to the proposals for a more detailed description.*

Exhibit D



THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY,
INC.

LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 27th day of August 2013 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in full force and in effect for the period beginning October 1, 2013 and ending September 30, 2014, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS:

A. CFS shall perform for the Company's employees and their eligible family members, unlimited sessions for the following EAP services. If multiple family members attend a session as a group, each individual family member will use one of their allotted number of sessions.

1. Marital counseling
2. Divorce adjustment counseling
3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Elder care resource and referral per contract year

Life Enrichment EAP is a program of The Center for Family Services of Palm Beach County

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7960. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our two locations.

V. EMPLOYEE AWARENESS:

Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., are treated in a confidential manner.

VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.38 per employee per month, based upon 65 employees, payable in advance at the beginning of each fiscal quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$659.10 or \$2,636.40 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and income tax laws, with respect to CFS's engagement by the Company under this

agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

USE OF OUTSIDE PROVIDERS:

The only time authorization is approved by EAP Director for use of an outside provider for counseling, is when an employee's access to CFS' two locations is beyond a twenty mile radius. In the event authorization is granted for use of outside provider, the number of sessions offered may be limited. On contracts that offer "unlimited" number of sessions to their employees, CFS will not grant the use of "unlimited" sessions for outside providers. The employee must come to a CFS office location to be eligible for the "unlimited" sessions. Otherwise, employee may be responsible for additional fees to the outside provider.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students, and the domestic partner of the employee. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not

be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

B. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered mail.

1. If to the Company in care of

Bambi McKibbon-Turner
Human Resource Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie
Chief Executive Officer
The Center For Family Services
4101 Parker Avenue
West Palm Beach, Florida 33405

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed using United States Postal Service mail or hand delivered. Change of address notices shall be deemed given when received.

C. Application of Florida Law

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

D. Counterparts

This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Assignment

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post judgment proceedings.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

TOWN OF LAKE PARK

WITNESSES:

(1) _____ by: _____
Its _____
"the Company"

THE CENTER FOR FAMILY SERVICES OF
PALM BEACH COUNTY, INC.

(1) _____ By: _____
Chief Executive Officer
"CFS"



LIFE ENRICHMENT
EMPLOYEE ASSISTANCE PROGRAM

**THE CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.
LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM**

AGREEMENT made this 21 day of September, 2011 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in full force and in effect for the period beginning October 1, 2011 and ending September 30, 2013, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS:

A. CFS shall perform for the Company's employees and their eligible family members, unlimited sessions for the following EAP services. If multiple family members attend a session as a group, each individual family member will use one of their allotted number of sessions.

1. Marital counseling
2. Divorce adjustment counseling
3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Unlimited Legal/ Financial Consultations provided by CLC, Consolidated Legal Concepts
10. Elder care resource and referral per contract year

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7960. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our three locations.

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VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.38 per employee per month, based upon 70 employees, payable in advance at the beginning of each annual quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$709.80 or \$2,839.20 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

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IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and income tax laws, with respect to CFS's engagement by the Company under this

agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

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XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students, and the domestic partner of the employee. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not

be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

B. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered mail.

1. If to the Company in care of

Bambi McKibbon-Turner
Human Resources Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie
Chief Executive Officer
The Center for Family Services
4101 Parker Avenue
West Palm Beach, Florida 33405

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed using United States Postal Service mail or hand delivered. Change of address notices shall be deemed given when received.

C. Application of Florida Law

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

D. Counterparts

This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Assignment

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post judgment proceedings.

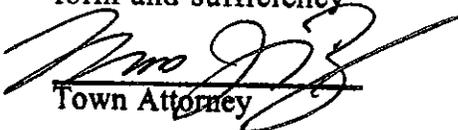
IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

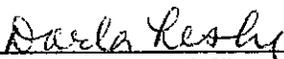
TOWN OF LAKE PARK

By: 
Its: Town of Lake Park
"the Company"

THE CENTER FOR FAMILY SERVICES OF
PALM BEACH COUNTY, INC.

Approved as to legal
form and sufficiency


Town Attorney

By: 
Chief Executive Officer

"CFS"

TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

Agenda Item No. *Tab 12*

Agenda Title: Resolution Authorizing the Town Manager to Execute the Letter Agreement with the International City/County Management Association Retirement Corporation in Order to Establish a Vantagepoint Payroll Deduction Roth Individual Retirement Account for Town Employees

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

Approved by Town Manager *DSS* Date: *8/28/13*
Blake K Rane *Finance Director*
 Name/Title

Originating Department: Finance	Costs: \$ -0- Funding Source: Acct. # <input checked="" type="checkbox"/> Finance <u><i>BK2</i></u>	Attachments: Resolution, and ICMA-RC Letter Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>BR</i></u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

At its February 6, 2008 meeting, the Town Commission adopted the International City/County Management Association Retirement Corporation (ICMA-RC) deferred compensation plan. The adoption of this deferred compensation plan provided an option, in addition to the Town-sponsored VALIC pension and deferred compensation plan, through which Town employees can save for their retirement, and required no contribution by or cost to the Town.

The purpose of this action is to amend the existing agreement between the Town and ICMA-RC by which such deferred compensation plan was adopted to provide for a Vantagepoint Payroll Deduction Roth Individual Retirement Account through ICMA-RC. This will provide employees with an additional retirement savings option. There will be no contribution required by, or cost to, the Town as a result of this action.

Recommended Motion: I move to adopt Resolution 30-09-13.

RESOLUTION NO. 30-09-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING THE TOWN MANAGER TO EXECUTE THE LETTER AGREEMENT WITH THE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION IN ORDER TO ESTABLISH A VANTAGEPOINT PAYROLL DEDUCTION ROTH INDIVIDUAL RETIREMENT ACCOUNT FOR TOWN EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Town has employees who render valuable services; and

WHEREAS, the establishment of a Vantagepoint Payroll Deduction Roth Individual Retirement Account for such employees serves the interests of the Town by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Town has determined that the establishment of a Vantagepoint Payroll Deduction Roth Individual Retirement Account to be administered by the International City/County Management Association Retirement Corporation (ICMA-RC) serves the above objectives; and

WHEREAS, the Town desires that its Vantagepoint Payroll Deduction Roth Individual Retirement Account be administered by ICMA-RC and that some or all of the funds held under such plan be invested in the Vantage Trust Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PAK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town hereby authorizes and directs the Town Manager to execute the Letter of Agreement with ICMA-RC, a copy of which is attached hereto as **Exhibit A**, in order to establish a Vantagepoint Payroll Deduction Roth Individual Retirement Account for Town employees.

Section 3. This Resolution shall become effective immediately upon adoption.

August 27, 2013

Town of Lake Park
Attn: Blake Rane
575 Park Ave
Lake Park, FL 33403

Re: ICMA Retirement Corporation
Vantagepoint Payroll Roth Deduct IRA Program

Dear Blake Rane,

This letter agreement will serve to amend the existing Agreement between the **Town of Lake Park** and ICMA-RC to provide for payroll roth deduction Individual Retirement Accounts ("IRAs") for Employer's employees ("IRA accountholders".)

The existing Agreement between Employer and ICMA-RC is hereby amended as follows:

1. Employer desires to allow Payroll Roth IRAs for its employees to be administered by ICMA-RC. Employer agrees to send checks or wire the assets to ICMA-RC for IRA accountholders. The details of the submission of IRA contributions shall be as mutually agreed between Employer and ICMA-RC, but in general shall be as set forth in the Payroll IRA Roth program materials developed by ICMA-RC and provided to Employer.
2. Absent an explicit provision to the contrary, account fees and expenses payable by IRA Accountholders shall be as set forth in the IRA program materials.
3. Each IRA Accountholder will receive a consolidated quarterly statement providing information for any deferred compensation plan, qualified plan or IRA maintained by each IRA Accountholder and administered by ICMA-RC.
4. ICMA-RC will provide tax withholding and reporting for each IRA account administered by ICMA-RC.
5. Unless ICMA-RC and Employer agree otherwise, the details of ICMA-RC's administration of the IRA program, as well as other features of the IRA program, shall be as set forth in ICMA-RC's IRA program materials. The IRA program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the IRA program materials.

TAB 13



Town of Lake Park Town Commission

Agenda Request Form

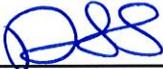
Meeting Date: September 10, 2013

Agenda Item No. Tab 13

Agenda Title: Award of Contract for Lake Park Harbor Marina Seawall Joint Sealing-Demonstration (Filter Fabric Retro-Fit), RFP No. 102-13 to Palmwood Corporation, Inc.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 8/28/13

Richard Pittman/Project Manager
Name/Title

Originating Department: Public Works	Costs: \$24,448.96 Funding Source: Marina Acct. # 800-46050 <input checked="" type="checkbox"/> Finance <u>EXR</u>	Attachments: Bid Document Bid Submittal (Revised) Bid Submittal (Original) <u>PURCHASE ORDER</u>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>RP</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background: In April, 2013 the Town Commission approved an agreement with Simmons and White Engineers to perform consultant services for the remedial sealing of the seawall joints and the associated soil and paver brick walkway settlement at the Lake Park Harbor Marina. Simmons and White prepared specifications and details for three demonstration methods of remediation of soil seepage at the seawall. The methods are:

1. Placement of filter fabric at up to 13 panel joints on the land side of the seawall, backfill and compaction.
2. Excavation and injection of chemical grout at up to four seawall panel joints on the land side of the seawall, install wall drain, backfill and compact (contract awarded 08/21/13).
3. Injection of chemical grout at up to four piling (two joints/pile) on the water side of the seawall (contract awarded 08/21/13).

Bids for the filter fabric placement method were solicited as RFP Bid No. 102-13. The Town Commission awarded a contract for the chemical grout injection methods on August 21, 2013. Each method of repair is being termed "demonstration". At the conclusion of the three demonstrations, Simmons and White will evaluate which methodology best addresses the deficiencies compared with the associated costs. Simmons and White's recommendation will form the basis of a Request for Proposal (RFP) that will be advertised to complete repairs throughout the entire Marina where a paver brick walkway is adjacent to the seawall.

The RFP Bid No. 102-12 consists of specifications and details for paver brick removal and excavation along 106 feet of seawall and placement of filter fabric at seawall panel joints. This 106 foot section is immediately north of the boat ramp. Seven void locations under the brick pavers have been identified either by the use of ground penetrating radar (GPR) or by observation of paver brick settlement. Excavation will be performed in a manner to discover if there are deep undetected voids. The bid allots for up to 13 joints to be covered with filter fabric. Backfill and compaction will be accomplished in a prescribed manner. Replacement of the paver brick is not included in the contract. Based upon the effectiveness of the remediation project, alternate walkway designs may be contemplated.

Five contractors whose line of work is similar to requirements of the project were invited to bid the project. Only one bid was received. Palmwood Corporation, Inc. submitted a base bid in the amount of \$20,698.96 but did not price the three alternates. Alternate 1 is placement of #57 graded stone backfill and filter fabric. Alternate 2 is removal of flowable fill found to be a detriment to filter fabric installation. Alternate 3 is a deduct if filter fabric at joints per the detail could not be installed.

In order to move forward with the filter fabric retro-fit project, Town staff and Simmons and White discussed with Palmwood Construction the reason that Alternates 1, 2, and 3 were not priced. Mr. John Cleary with Palmwood Corporation suggested that a line item 4b be created to combine Alternates 1 and 3 as a methodology if filter fabric installation could not be accomplished at one or more joints (Town to provide stone). Alternate 2 could be termed Alternate 1 and priced on an hourly rate for crew and equipment if the Town disposes of excavated debris. The original bid line item number four becomes 4a - 10 joints @\$1,000/ea. and 4b - 3 joints @\$1,000/ea. where all thirteen joints receive a method of repair.

The Town staff believes that the purchasing policy allows negotiation with the sole bidder since bids were solicited from a number of potential bidders. Therefore, the Town Staff is recommending approval of a revised negotiated proposal of the base bid being \$20,698.96 plus Alternate 1, flowable fill removal at an equipment and crew rate of \$250.00/hour estimated at 15 hours (\$3,750.00). The recommended contract award amount is \$24,448.96.

Palmwood Corporation has been in business locally for more than 30 years.

A contingency amount of \$2,440.00 (10 percent of the awarded contract price) is recommended.

In addition to contracting with Palmwood Corporation, Simmons and White and Ardaman and Associates will monitor the construction during the demonstration work.

Recommended Motion: I move to approve contracting with Palmwood Corporation in the amount of \$24,448.96 to perform the requirements of Bid No. 102-13 and establish a contingency of \$2,240.00.



Arts District



Commerce District



Hometown District

Palmwood Construction
301 West 11th Street Unit #1
Riviera Beach, Fl. 33404

July 16, 2013

REQUEST FOR PROPOSAL BID # 102-13

TITLE: Lake Park Harbor Marina Seawall Joint Sealing-Demonstration
Westerly Demonstration Area (Filter Fabric Retro-Fit)

QUOTE DUE DATE: 2:00 p.m. August 7, 2013

CONTACT PERSON WITH TOWN: Richard Pittman, Tel. (561) 881-3347

Please quote the following associated with drawings titled:

Lake Park Marina Existing Condition Detail (1 of 1)

Lake Park Marina Excavation Detail (2 of 2)

Lake Park Marina Filter Fabric "Retro-Fit" Demonstration Alternative Detail (3 of 3)

Lake Park Marina Trench Backfill (2 of 2)

SCHEDULE OF BID ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	Mobilization includes registration with the Town and permit (permit fee waived).	1	Job	L.S.	\$ _____
2	Pedestrian Safety	1	Job	L.S.	\$ _____
3	Excavation (complete); includes removal of 5' width of pavers (min.), stacking on pallets, excavation of backfill, support and protection of existing utilities, notification of Town if flowable fill is encountered (and identification of limits of flowable fill to the extent possible.	106	L.F.	\$ _____	\$ _____

Page 1 of 3

4 Filter fabric installation (complete); includes all materials, labor, tools, equip. and other incidentals necessary to complete the specified work including additional excavation to facilitate installation, pre-sewn filter fabric, furring strips, stainless steel fasteners. 13 Joints \$_____ \$_____

5 Backfill excavation and re-compact to 11" below top of seawall cap, including root removal and installation of filter fabric. 106 L.F. \$_____ \$_____

Base Bid Total Items 1 - 5 \$_____

6 Alternate 1: 57 stone backfill (complete); includes additional excavation below tide line, 57 stone backfill, filter fabric wrapping. NOTE: This Item included if Contractor proposes additional excavation and if approved by Town during construction. 13 C.Y. \$_____ \$_____

7 Alternate 2: Flowable Fill removal and disposal (complete); includes removal of flowable fill (if any) identified during excavation necessary to facilitate filter fabric installation. NOTE: Quantities to be field verified by Town prior to disposal of material. 3 C.Y. \$_____ \$_____

Total Items 1 - 7 * \$_____

* If Total for Items 1-7 exceeds \$25,000.00, include Alternate 3.

8 Alternate 3: Deduct filter fabric installation per joint if total (with Alternatives 1 and 2) exceeds \$25,000.00. _____ Joint (\$_____) (\$_____)

TOTAL ESTIMATED COST: \$_____
(cannot exceed \$25,000.00)

Submitted by: _____

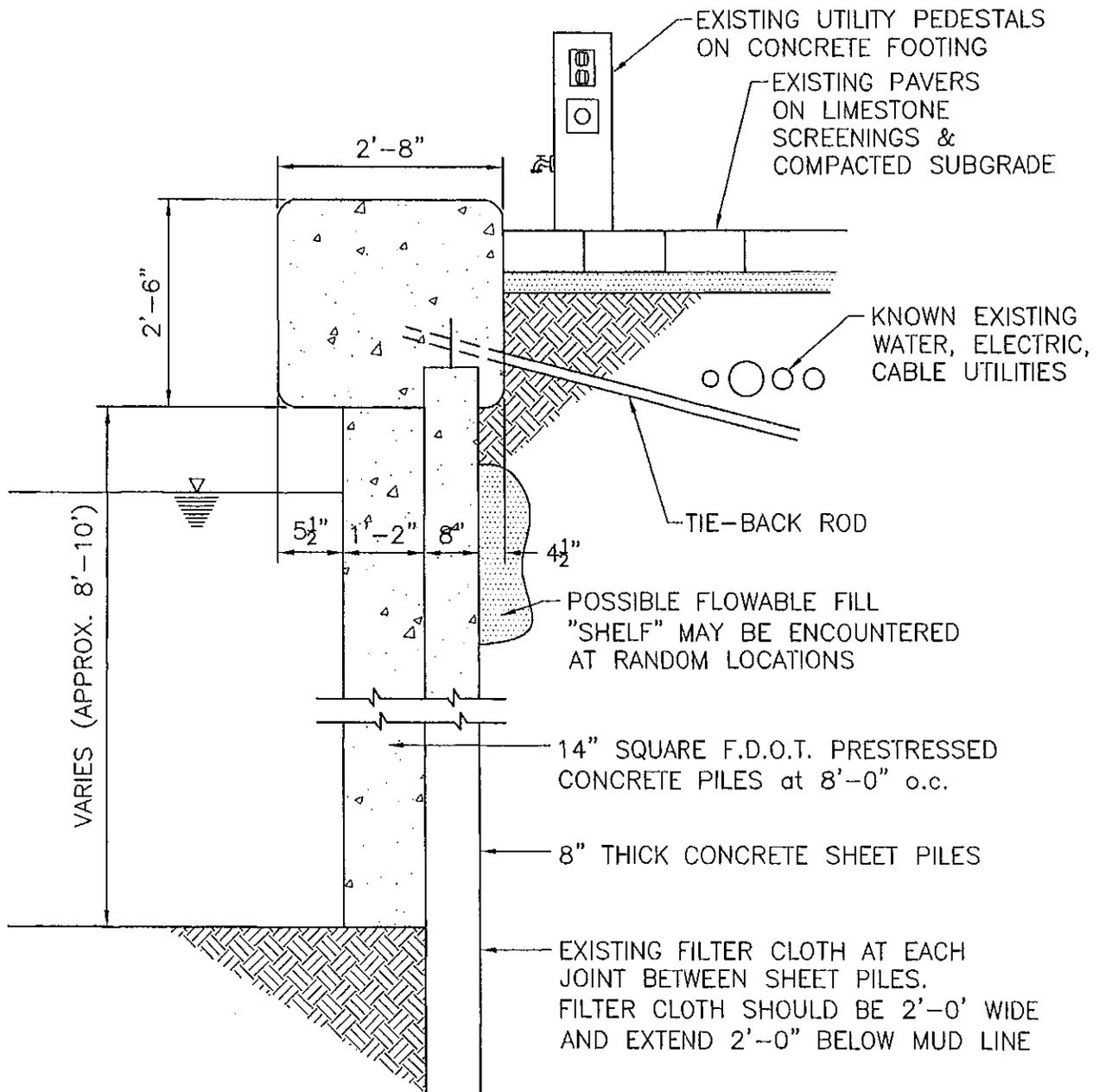
Name of firm: _____

Tel. # _____ **Date:** _____

Please submit to: Vivian Mendez, Town Clerk
535 Park Avenue
Lake Park, Fl. 33403

BID # 102-13 Bid Due Aug. 7, 2013

Town Clerk:
Tel. (561) 881-3311
Fax. (561) 881-3314



NOTE: FILTER CLOTH HAS BEEN OBSERVED TO BE UNSUPPORTED AND SAGGING AT TEST HOLE LOCATIONS. INITIAL IN-FIELD OBSERVATION REVEALS FILTER FABRIC NOT INSTALLED PER ORIGINAL DESIGN SPECIFICATIONS

EXISTING CONDITION DETAIL

NOT TO SCALE



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LAKE PARK MARINA
EXISTING CONDITION DETAIL

REVISIONS

DESIGN
R.R.

DRAWN
E.P.

CHECKED

APPROVED

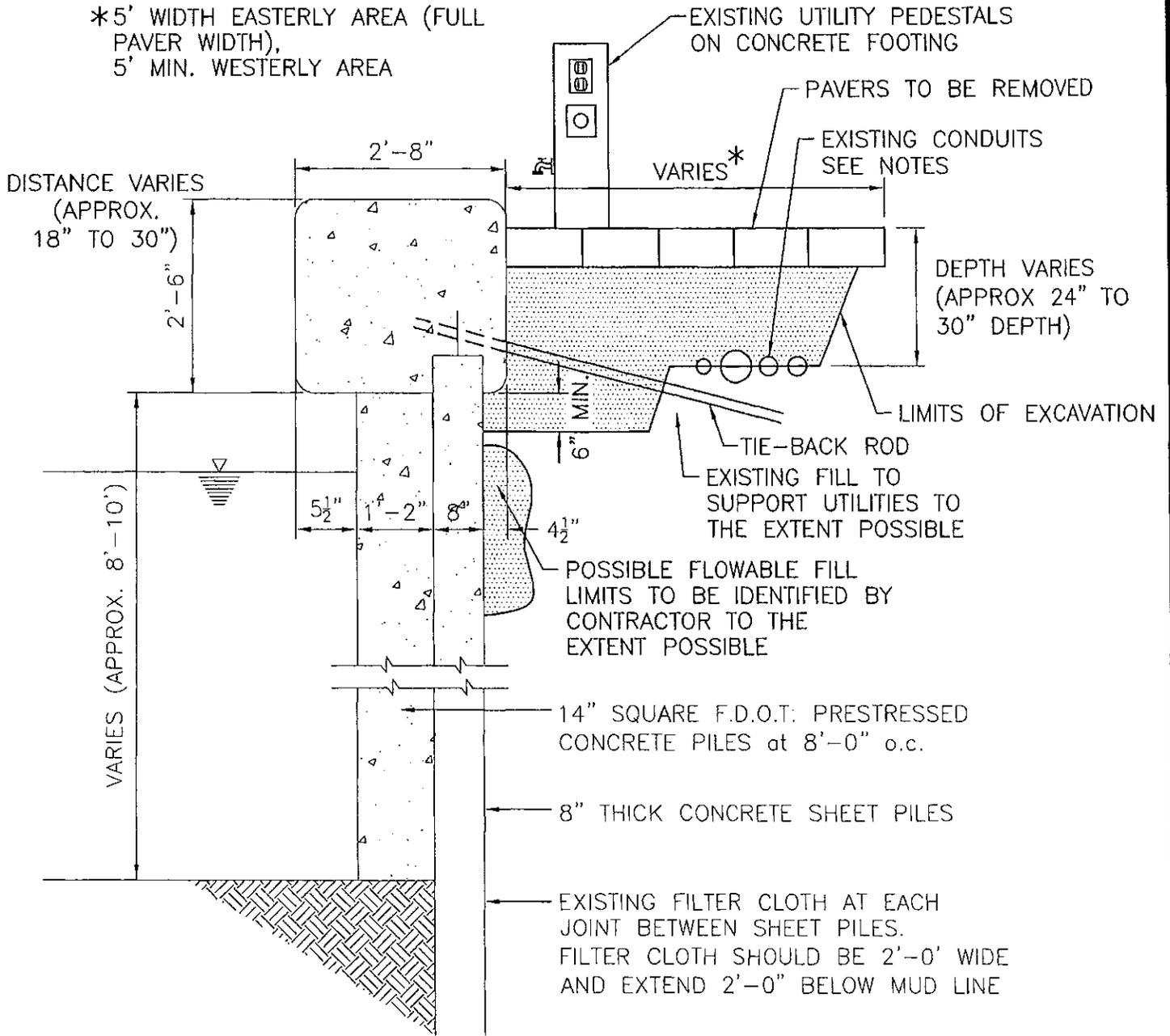
DATE
07-01-13

JOB NO.
11-106B

DRAWING NO.
11-106B

SHEET 1 OF 1

*5' WIDTH EASTERLY AREA (FULL
PAVER WIDTH),
5' MIN. WESTERLY AREA



EXCAVATION DETAIL

NOT TO SCALE



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Authorization No. 3452

LAKE PARK MARINA
EXCAVATION DETAIL

REVISIONS

DESIGN
R.R.

DRAWN
E.P.

CHECKED

APPROVED

DATE
07-01-13

JOB NO.
11-106B

DRAWING NO.
11-106B

SHEET 1 OF 2

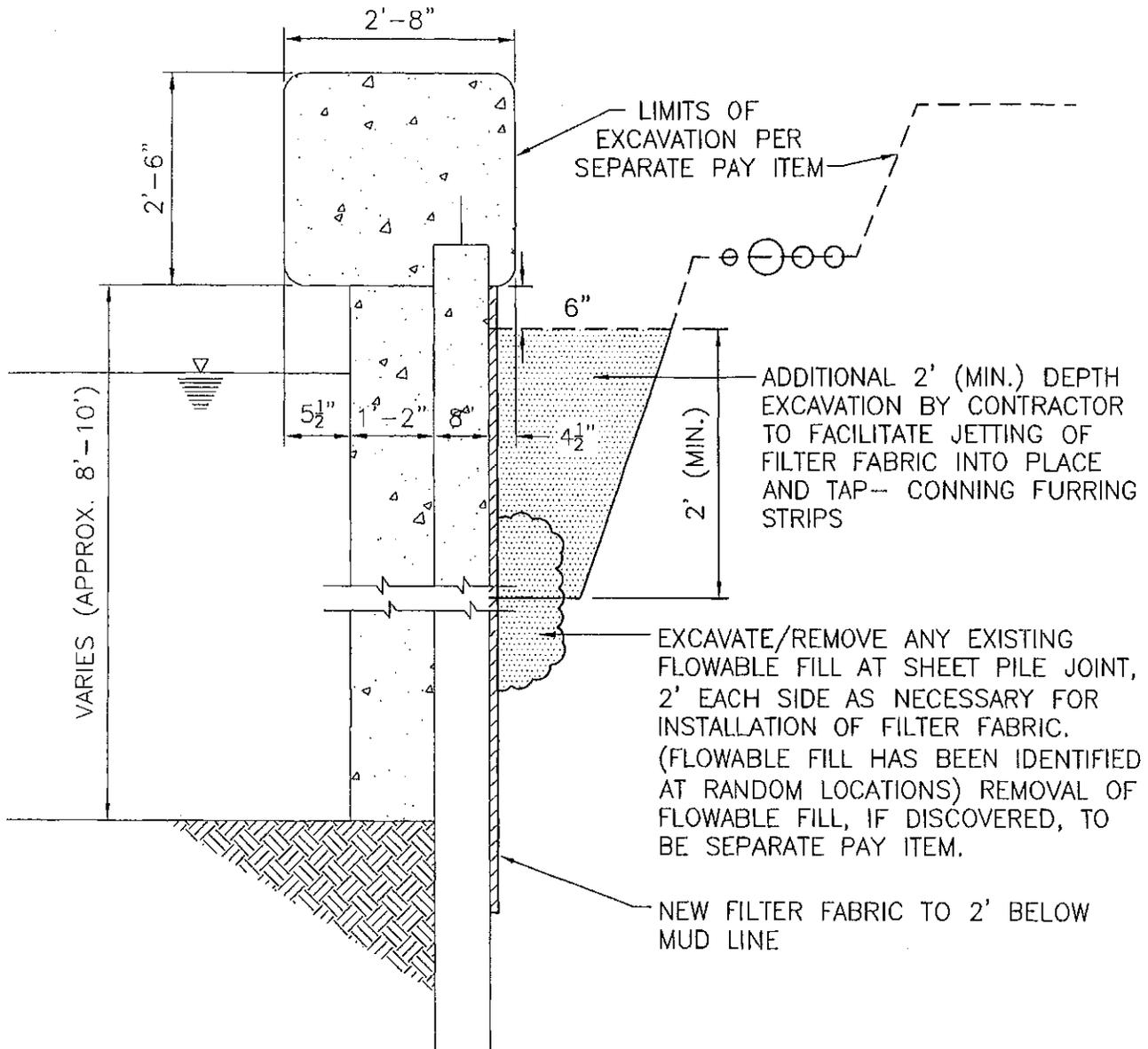
EXCAVATION DETAIL NOTES

1. WESTERLY DEMONSTRATION AREA APPROXIMATELY 106' LONG WITH 13 PILES ALONG SEAWALL. EXISTING PAVER WIDTH APPROXIMATELY 10'.
2. EASTERLY DEMONSTRATION AREA APPROXIMATELY 56' LONG WITH 8 PILES ALONG SEAWALL. EXISTING PAVER WIDTH APPROXIMATELY 5'.
3. CONTRACTOR TO REMOVE LIMITED WIDTH OF PAVERS AS NEEDED FOR EXCAVATION DEPTH (FULL 5' WIDTH ON EAST DEMONSTRATION AREA, 5' MIN. ON WEST DEMONSTRATION AREA) AND STACK NEATLY ON TOWN SUPPLIED PALLETS. TOWN TO REMOVE AND STORE PAVERS OFFSITE. PAVER REMOVAL TO BE UNIT COST, PER S.F.
4. CONTRACTOR TO EXCAVATE EXISTING SEAWALL BACKFILL TO A MINIMUM DEPTH OF 6" BELOW SEAWALL CAP (APPROXIMATE TOTAL DEPTH OF 36") TO EDGE OF EXISTING CONDUITS WITH TOTAL TRENCH WIDTH TO CONTINUE TO FAR EDGE OF EXISTING UTILITY CONDUITS (36" MIN). SUPPORT AND PROTECTION OF EXISTING CONDUITS IS RESPONSIBILITY OF CONTRACTOR. EXCAVATED BACKFILL MATERIAL TO REMAIN ADJACENT TO TRENCH. EXCAVATION TO BE UNIT COST, PER L.F. OF SEAWALL.
5. IF FLOWABLE FILL IS LOCATED, CONTRACTOR TO IDENTIFY TO THE EXTENT POSSIBLE THE LIMITS OF THE FLOWABLE FILL.
6. CONTRACTOR TO NOTIFY TOWN UPON COMPLETION OF EXCAVATION. TOWN GEOTECHNICAL ENGINEER (ARDAMAN & ASSOCIATES) AND REPRESENTATIVE OF CONTRACTOR TO PROBE EXCAVATION TO DETERMINE/IDENTIFY VOIDS, DECOMPACTED SOILS, AND LOCATION/LIMITS OF EXISTING FLOWABLE FILL. OBSERVATION OF PROBING TO BE UNIT COST, PER HOUR ONSITE (EXCLUDES TRAVEL TIME).



LAKE PARK MARINA
EXCAVATION DETAIL

REVISIONS		DESIGN R.R.	DRAWN E.P.	CHECKED	APPROVED	DATE 07-01-13	JOB NO. 11-106B	DRAWING NO. 11-106B	SHEET OF 2 2
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FILTER FABRIC "RETRO-FIT"
DEMONSTRATION ALTERNATIVE DETAIL
 NOT TO SCALE

NOTE: FILTER CLOTH HAS BEEN OBSERVED TO BE UNSUPPORTED AND SAGGING AT TEST HOLE LOCATIONS, INITIAL IN-FIELD OBSERVATION REVEALS FILTER FABRIC NOT INSTALLED PER ORIGINAL DESIGN SPECIFICATIONS, IF EXISTING FILTER FABRIC IS FOUND, NOTIFY ENGINEER FOR POSSIBLE REMEDIATION BY PULLING CLOTH BACK TO TOP OF SHEET PILE, FASTENING IN PLACE WITH P.T. FURRING AND S.S. TAPCONS.



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 Authorization No. 3452

LAKE PARK MARINA
 FILTER FABRIC "RETRO-FIT"
 DEMONSTRATION ALTERNATIVE DETAIL

REVISIONS

DESIGN
R.R.

DRAWN
E.P.

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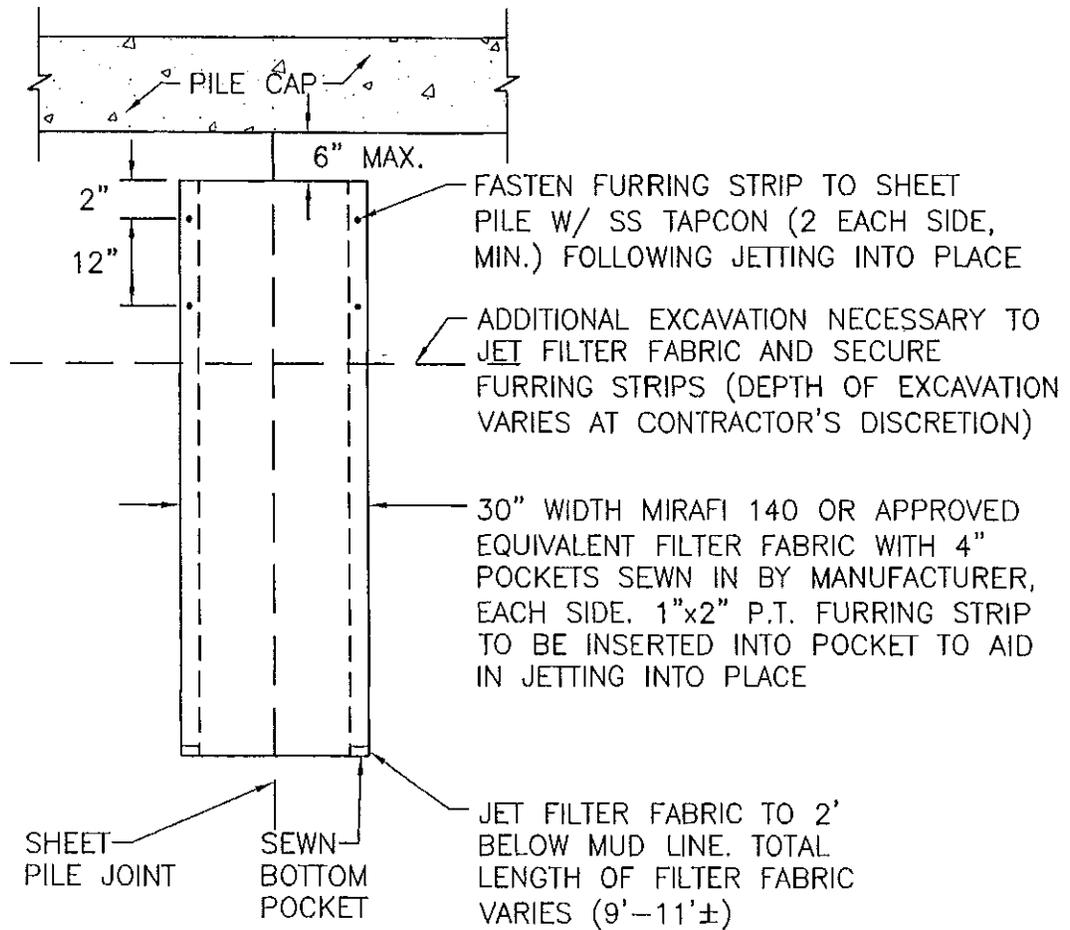
APPROVED

DATE
07-02-13

JOB NO.
11-106B

DRAWING NO.
11-106B

SHEET 1 OF 3



FILTER FABRIC "RETRO-FIT"
DEMONSTRATION ALTERNATIVE DETAIL

NOT TO SCALE



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LAKE PARK MARINA
 FILTER FABRIC "RETRO-FIT"
 DEMONSTRATION ALTERNATIVE DETAIL

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E.P.

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APPROVED

DATE
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JOB NO.
11-106B

DRAWING NO.
11-106B

SHEET OF
2 3

FILTER FABRIC "RETRO-FIT" DEMONSTRATION ALTERNATIVE NOTES:

1. CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS TO INSTALL 30" WIDTH OF MIRAFI 140 OR APPROVED EQUIVALENT FILTER FABRIC AT SELECTED SHEET PILE JOINTS. FILTER FABRIC TO BE PRE-SEWN BY MANUFACTURER TO CREATE 4" POCKETS SEWN ON EACH SIDE WITH SOLID BOTTOMS TO ACCEPT A 1" x 2" PRESSURE TREATED FURRING STRIP. FURRING STRIP TO BE INSERTED INTO POCKET (EACH SIDE) TO AID IN THE JETTING OF FILTER FABRIC INTO PLACE ON SHEET PILE SEAM TO 2' BELOW MUDLINE.
2. FOLLOWING INSTALLATION, FURRING STRIP TO BE FASTENED TO SHEET PILE WITH STAINLESS STEEL TAPCONS (2 EACH SIDE MINIMUM).
3. EXCAVATION BEHIND PILE CAP TO A DEPTH OF 36" IS A SEPARATE PAY ITEM. CONTRACTOR MAY HAND EXCAVATE ADDITIONAL MATERIAL AS NECESSARY TO FACILITATE JETTING OF FILTER FABRIC INTO PLACE AND SECURING WITH TAPCONS. IF CONTRACTOR CHOOSES TO EXCAVATE ADDITIONAL MATERIAL, EXCAVATION MAY BE IN THE "WET", HOWEVER, BACKFILL MUST BE PERFORMED WHILE TRENCH IS SUITABLY DRY TO ALLOW FOR COMPACTION OF BACKFILL (I.E., AT LOW TIDE). CONTRACTOR TO REPLACE AND COMPACT ANY ADDITIONAL EXCAVATION AREA NECESSARY TO FACILITATE THE FILTER FABRIC INSTALLATION TO A DENSITY OF 98% OF ASHTO T-180. TOWN GEOTECHNICAL ENGINEER TO CONFIRM DENSITIES ARE OBTAINED (ARDAMAN & ASSOCIATES) AT TOWN'S EXPENSE. (RE-TESTING OF FAILED TESTS AT CONTRACTOR'S EXPENSE.)
4. IF CONTRACTOR PROPOSES TO EXCAVATE MATERIAL BELOW THE LOW TIDE LINE, BACKFILL BELOW THE TIDE LINE (IN THE WET) SHALL CONSIST OF 57 STONE WRAPPED IN MIRAFI 140 FILTER FABRIC OR APPROVED EQUIVALENT TO 12" ABOVE THE WET TIDE LINE.
5. CONTRACTOR TO BACKFILL AND RE-COMPACT ALL MATERIAL IN AFFECTED AREA TO 36" BELOW TOP OF SEAWALL CAP (ORIGINAL EXCAVATION AREA), AND LEAVE WORK AREA CLEAN, SMOOTH AND NEATLY GRADED. WORK SHALL NOT BE CONSIDERED COMPLETE UNTIL DENSITY TEST RESULTS REVEAL SPECIFIED BACKFILL COMPACTION IS OBTAINED.
6. FILTER FABRIC INSTALLATION TO BE A UNIT COST PAY ITEM BASED ON PER JOINT INSTALLED (PER SHEET PILE JOINT). ALL EXCAVATION, BACKFILL, TAPCONS, ETC. INCIDENTAL TO ITEM.



LAKE PARK MARINA
 FILTER FABRIC "RETRO-FIT"
 DEMONSTRATION ALTERNATIVE NOTES

REVISIONS

DESIGN
R.R.

DRAWN
E.P.

CHECKED

APPROVED

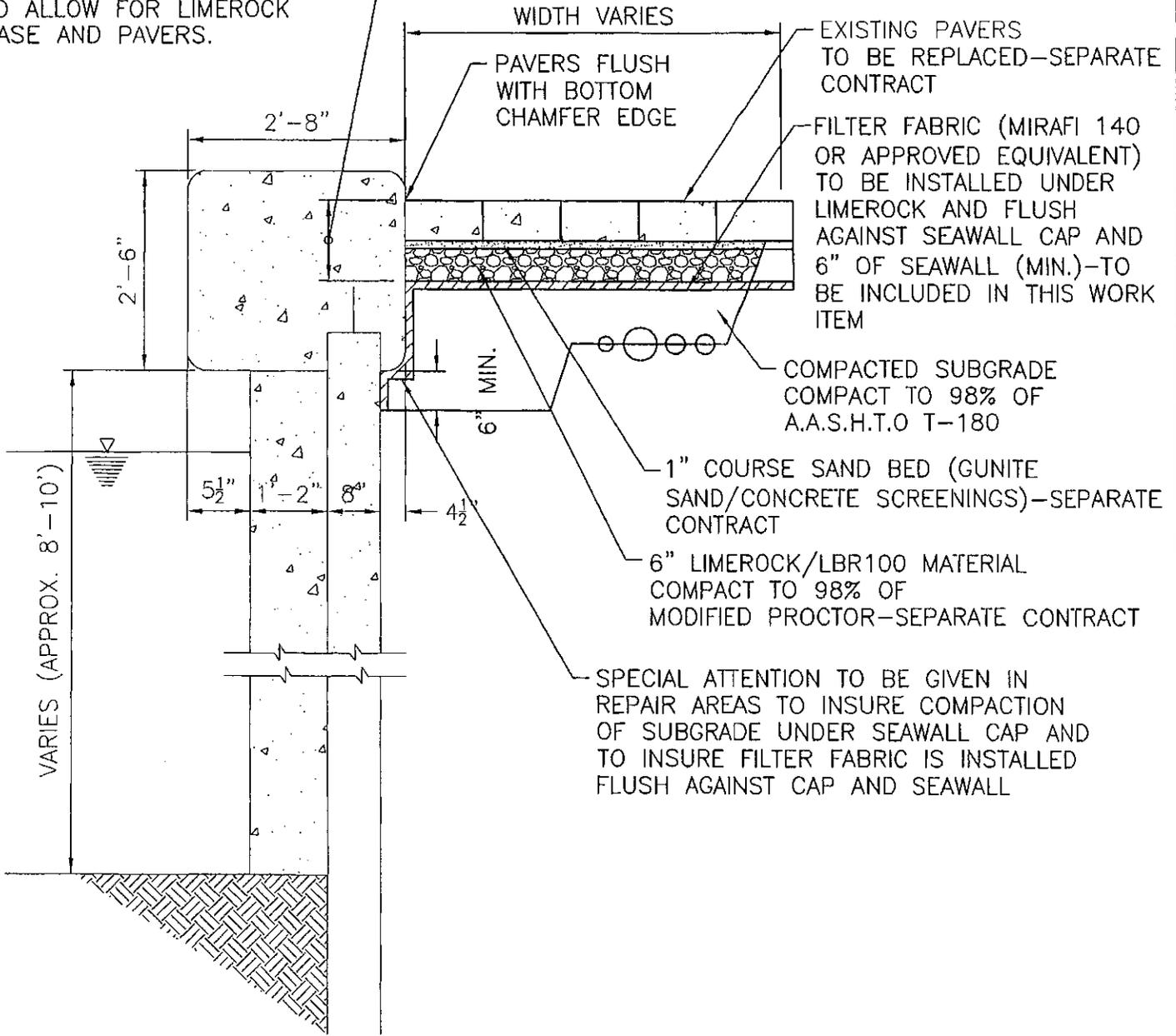
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JOB NO.
11-106B

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11-106B

SHEET OF
3 3

PAVERS & LIMEROCK BASE
 UNDER SEPARATE CONTRACT.
 FILTER FABRIC TO BE 11"
 BELOW TOP OF SEAWALL CAP
 TO ALLOW FOR LIMEROCK
 BASE AND PAVERS.



TRENCH BACKFILL

NOT TO SCALE

NOTE: PAVER BRICK AND LIMEROCK BASE AND SAND COURSE BY SEPARATE CONTRACT (SHOWN FOR INFORMATIONAL PURPOSES ONLY). FILTER FABRIC INCLUDED IN THIS CONTRACT.



LAKE PARK MARINA
 TRENCH BACKFILL

REVISIONS

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E.P.

CHECKED

APPROVED

DATE
07-02-13

JOB NO.
11-106B

DRAWING NO.
11-106B

SHEET 1 OF 2

INTERLOCKING CONCRETE PAVER NOTES:

ITEMS 1-~~10~~⁹ BY SEPARATE CONTRACT

1. EXISTING PAVERS THAT WERE REMOVED DURING INITIAL EXCAVATION TO BE PROVIDED TO PAVER CONTRACTOR FOR REINSTALLATION. EXISTING PAVERS TO BE DELIVERED TO JOB SITE FROM THE PUBLIC WORKS STORAGE YARD BY THE TOWN OF LAKE PARK.
2. BACKFILL AND COMPACTION OF EXISTING EXCAVATION AREA TO BE PAID ON A UNIT COST BASIS, PER LINEAR FOOT OF SEAWALL (SEE EXCAVATION DETAIL).
3. PAY ITEM FOR FILTER FABRIC, LIMEROCK, CONCRETE SCREENINGS AND COMPLETE PAVER INSTALLATION TO BE PAID ON A UNIT COST BASIS PER S.F. (COMPLETE).
4. IT IS ANTICIPATED THAT ADDITIONAL PAVERS WILL BE REQUIRED TO FACILITATE REINSTALLATION AND CUTS ALONG SEAWALL CAP AND EDGE OF PAVERS. CONTRACTOR TO PROVIDE MATCHING PAVERS FOR ALL EXCESS PAVERS REQUIRED. PAY ITEM FOR NEW PAVERS PROVIDED TO BE AN ADDITIONAL UNIT COST, PER S.F. (PAVERS ONLY, NO LABOR OR INSTALLATION. ALL INSTALLATION COSTS BE INCLUDED IN PAVER INSTALLATION DETAIL IN PREVIOUS ITEM).
5. THE PAVERS TO BE PLACED ON A 1" LAYER OF COURSE SAND (GUNITE SAND/CONCRETE SCREENINGS). THIS SAND MUST CONFORM TO A.S.T.M. C 33; MASON SAND IS UNACCEPTABLE.
6. INSTALL PAVER UNITS WITH JOINTS APPROXIMATELY 1/16".
7. WHERE REQUIRED, CUT PAVING STONES WITH AN APPROVED CUTTER TO FIT ACCURATELY, NEATLY AND WITHOUT DAMAGED EDGES.
8. STAMP PAVING STONES WITH MECHANICAL VIBRATOR UNIFORMLY LEVEL, TRUE TO GRADE AND FREE OF MOVEMENT.
9. 6" LIMEROCK/LBR 100 MATERIAL COMPACTED TO 98% OF THE MODIFIED PROCTOR TO BE INSTALLED ON FILTER FABRIC. TOWN OF LAKE PARK GEOTECHNICAL ENGINEER (ARDAMAN & ASSOCIATES) TO PROVIDE DENSITY TESTS TO ENSURE PROPER COMPACTION. CONTRACTOR TO BE RESPONSIBLE FOR RE-COMPACTION AND GEOTECHNICAL ENGINEER FEES FOR RE-TESTING OF ANY FAILED AREAS.

BACKFILL NOTES:

1. BACKFILL OF ORIGINAL EXCAVATION AREA TO BE COMPACTED TO 98% OF ASHTO T-180. MATERIAL TO BE CLEAN GRANULAR MATERIAL, FREE OF ALL ORGANICS, ROOTS, AND DEBRIS. SPECIAL ATTENTION TO BE GIVEN TO ENSURE COMPLETE COMPACTION OF BACKFILL UNDER THE SEAWALL CAP AND TO ENSURE FILTER FABRIC IS INSTALLED FLUSH AGAINST CAP AND SEAWALL.
2. FOLLOWING COMPACTION OF THE TRENCH BACKFILL (AND PRIOR TO PLACING LIMEROCK BASE FOR PAVER INSTALLATION) INSTALL FILTER FABRIC (MIRAFI 140 OR APPROVED EQUIVALENT) UNDER LIMEROCK AND FLUSH AGAINST SEAWALL CAP AND 6" OF SEAWALL (MINIMUM). FILTER FABRIC TO OVERLAP 12" AT EACH FABRIC JOINT TO ENSURE NO PENETRATION OF SEDIMENT.
3. ALL ROOTS FROM EXISTING TREES TO BE COMPLETELY REMOVED PRIOR TO BACKFILL.



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LAKE PARK MARINA
INTERLOCKING CONCRETE PAVER NOTES

REVISIONS

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E.P.

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APPROVED

DATE
07-02-13

JOB NO.
11-106B

DRAWING NO.
11-106B

SHEET OF
2 2



Palmwood Corporation, Inc.
301 West 11th Street, Unit 1
Riviera Beach, Florida 33404

Originally Submitted: August 7, 2013
Revised: August 15, 2013

REQUEST FOR PROPOSAL
BID # 102-13

**TITLE: Lake Park Harbor Marina Seawall Joint Sealing-Demonstration
Westerly Demonstration Area (Filter Fabric Retro-Fit)**

QUOTE DUE DATE: 2:00 p.m., August 7, 2013

CONTACT PERSON WITH TOWN: Richard Pittman, Tel. (561) 881-3347

Please quote the following associated with drawings titled:

Lake Park Marina Existing Condition Detail (1 of 1)

Lake Park Marina Excavation Detail (2 of 2)

Lake Park Marina Filter Fabric "Retro-Fit" Demonstration Alternative Detail (3 of 3)

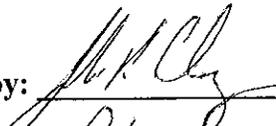
Lake Park Marina Trench Backfill (2 of 2)

SCHEDULE OF BID ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	Mobilization includes registration with the Town and permit (permit fee waived).	1	Job	L.S.	<u>\$2,600.00</u>
2	Pedestrian Safety	1	Job	L.S.	<u>\$100.00</u>
3	Excavation (complete); includes removal of 5' width of pavers (min.), stacking on pallets, excavation of backfill, support and protection of existing utilities, notification of Town if flowable fill is encountered (and identification of limits of flowable fill to the extent possible.)	106	L.F.	<u>\$23.58</u>	<u>\$2,499.48</u>

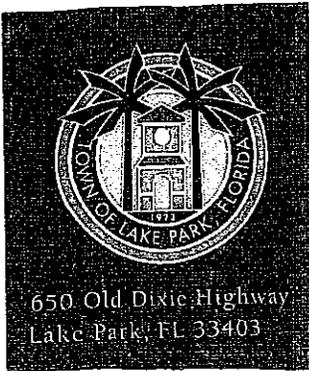
4a	Filter fabric installation (complete); includes all materials, labor, tools, equip. and other incidentals necessary to complete the specified work including additional excavation to facilitate installation, pre-sewn filter fabric, furring strips, stainless steel fasteners.	10	Joints	\$ <u>1,000.00</u>	\$ <u>10,000.00</u>
4b	No. 57 stone backfill (complete); includes additional excavation below tide line, 57 stone backfill, filter fabric wrapping.	3	Joints	\$ <u>1,000.00</u>	\$ <u>3,000.00</u>
5	Backfill excavation and re-compact to 11" below top of seawall cap, including root removal and installation of filter fabric.	106	L.F.	\$ <u>23.58</u>	\$ <u>2,499.48</u>
Base Bid Total Items 1 - 5					\$<u>20,698.96</u>
6	<u>Alternate 1</u> : Flowable fill removal and stockpiling (complete); includes removal of flowable fill (if any) identified during excavation necessary to facilitate filter fabric installation. NOTE: HOURS TO BE FIELD VERIFIED BY TOWN. Labor & Equipment:	15	Hours	\$ <u>250.00</u>	\$ <u>3,750.00</u>
<u>TOTAL ESTIMATED COST:</u>					\$<u>24,448.96</u>
(cannot exceed \$25,000.00)					

NOTE: Town to provide flowable fill disposal and No. 57 stone (as needed) at its own expense.

Submitted by: 
Name of firm: Palmview Cap Inc.
Tel. # 561-844-8740 Date: 8/19/13

Please submit to:
Town of Lake Park Public Works Department
Attn: Richard Pittman
650 Old Dixie Highway
Lake Park, Florida 33403

Tel. (561) 881-3347
Fax. (561) 881-3349



Arts
District



Commerce
District



Hometown
District

Palmwood Construction
301 West 11th Street Unit #1
Riviera Beach, Fl. 33404

July 16, 2013

REQUEST FOR PROPOSAL BID # 102-13

TITLE: Lake Park Harbor Marina Seawall Joint Sealing-Demonstration
Westerly Demonstration Area (Filter Fabric Retro-Fit)

QUOTE DUE DATE: 2:00 p.m. August 7, 2013

CONTACT PERSON WITH TOWN: Richard Pittman, Tel. (561) 881-3347

Please quote the following associated with drawings titled:

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Lake Park Marina Excavation Detail (2 of 2)

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Lake Park Marina Trench Backfill (2 of 2)

SCHEDULE OF BID ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	Mobilization includes registration with the Town and permit (permit fee waived).	1	Job	L.S.	\$ <u>2,600.⁰⁰</u>
2	Pedestrian Safety	1	Job	L.S.	\$ <u>100.⁰⁰</u>
3	Excavation (complete); includes removal of 5' width of pavers (min.), stacking on pallets, excavation of backfill, support and protection of existing utilities, notification of Town if flowable fill is encountered (and identification of limits of flowable fill to the extent possible.	106	L.F.	\$ <u>23.58</u>	\$ <u>2,499.48</u>

Page 1 of 3

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www.lakeparkflorida.gov

4	Filter fabric installation (complete); includes all materials, labor, tools, equip. and other incidentals necessary to complete the specified work including additional excavation to facilitate installation, pre-sewn filter fabric, furring strips, stainless steel fasteners.	13	Joints	\$ <u>1,000.⁰⁰</u> Per Joint	\$ <u>13,000.⁰⁰</u>
5	Backfill excavation and re-compact to 11" below top of seawall cap, including root removal and installation of filter fabric.	106	L.F.	\$ <u>23.⁵⁸</u>	\$ <u>2,499.⁴⁸</u>
Base Bid Total Items 1 - 5					\$ <u>20,698.⁹⁶</u>

6	<u>Alternate 1: 57 stone backfill (complete); includes additional excavation below tide line, 57 stone backfill, filter fabric wrapping. NOTE: This item included if Contractor proposes additional excavation and if approved by Town during construction.</u>	13	C.Y.	\$ <u>No Bid</u>	\$ <u>No Bid</u>
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7	<u>Alternate 2: Flowable Fill removal and disposal (complete); includes removal of flowable fill (if any) identified during excavation necessary to facilitate filter fabric installation. NOTE: Quantities to be field verified by Town prior to disposal of material.</u>	3	C.Y.	\$ <u>No Bid</u>	\$ <u>No Bid</u>
---	---	---	------	------------------	------------------

Total Items 1 - 7 * \$No Bid

* If Total for Items 1-7 exceeds \$25,000.00, include Alternate 3.

8	<u>Alternate 3: Deduct filter fabric installation per joint if total (with Alternatives 1 and 2) exceeds \$25,000.00.</u>	<u>N/A</u>	Joint	(\$ <u>No Bid</u>)	(\$ <u>No Bid</u>)
---	---	------------	-------	---------------------	---------------------

TOTAL ESTIMATED COST: \$N/A
(cannot exceed \$25,000.00)

* Base Bid Total Items 1-5
= 20,698.⁹⁶

Submitted by: John P. Cleary
Name of firm: Palmwood Corporation, INC.
Tel. # (561)-844-8740 Date: 8/5/13

Please submit to: Vivian Mendez, Town Clerk
535 Park Avenue
Lake Park, Fl. 33403

BID # 102-13 Bid Due Aug. 7, 2013

Town Clerk:
Tel. (561) 881-3311
Fax. (561) 881-3314

AC#6063392

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12032602271

DATE	BATCH NUMBER	LICENSE NBR
03/26/2012	110333965	CGC034162

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

CLEARY, TIMOTHY LAWRENCE
PALMWOOD CORPORATION, INC.
2416 SOUTH SHORE DRIVE
PALM BEACH GARDENS FL 33410

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

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AC# 6143189

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12052900981

DATE	BATCH NUMBER	LICENSE NBR
05/29/2012	118192760	CGC034162

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

CLEARY, TIMOTHY LAWRENCE
PALMWOOD CORPORATION, INC.
2416 SOUTH SHORE DRIVE
PALM BEACH GARDENS FL 33410

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

301 W 11TH ST
 RIVIERA BEACH, FL 33404-0000

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	CLEARY TIMOTHY LAWRENCE	CGC034162	B13.1404717 - 07/19/13	\$27.50	B40199059

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2013/2014 LOCAL BUSINESS TAX RECEIPT**

B1 - 107

PALMWOOD CORPORATION INC
 PALMWOOD CORPORATION INC
 P O BOX 6056
 WEST PALM BEACH, FL 33405



**LBTR Number: 198600278
 EXPIRES: SEPTEMBER 30, 2014**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

301 W 11TH ST
 RIVIERA BEACH, FL 33404-0000

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	CLEARY TIMOTHY LAWRENCE	CGC034162	B13.1404720 - 07/19/13	\$369.60	B40199058

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2013/2014 LOCAL BUSINESS TAX RECEIPT**

B2 - 107

PALMWOOD CORPORATION INC
 PALMWOOD CORPORATION INC
 P O BOX 6056
 WEST PALM BEACH, FL 33405



**LBTR Number: 198600280
 EXPIRES: SEPTEMBER 30, 2014**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

**Palm Beach County
Office of Small Business Assistance**

Certifies That

PALMWOOD CORPORATION, INC.

Vendor # PALM0103

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from October 9, 2012 to October 8, 2015*

The following Services and/or Products are covered under this certification:

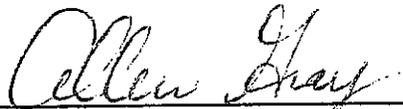
**CONSTRUCTION, GENERAL (BACKFILL SERVICES, DIGGING, DITCHING, ROAD GRADING,
ROCK STABILIZATION, ETC.);
MARINE CONSTRUCTION SERVICES, INC.**

Palm Beach County Board of County Commissioners

Shelley Vana, Chair
Steven L. Abrams, Vice Chairman
Karen T. Marcus
Paulette Burdick
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor

County Administrator

Robert Weisman
Deputy County Administrator
Verdenia C. Baker



Allen F. Gray, Manager

10/9/2012





LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

THE TOWN OF LAKE PARK

535 PARK AVENUE

LAKE PARK, FLORIDA 33403

(561) 881-3350 FAX (561) 881-3358

TO: 47680
 PALMWOOD CORPORATION INC
 831 WEST 13TH COURT
 RIVIERA BEACH, FL 33404

PURCHASE ORDER	
PURCHASE ORDER NUMBER	55323
DATE	08/26/13
DEPT. CODE	
REQUISITION NUMBER	800-140
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.	

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	PUBLIC WORKS DEPARTMENT 650 OLD DIXIE HIGHWAY LAKE PARK 33403	08/26/13
		TERMS NET

SPECIAL INSTRUCTIONS
 COMMISSION APPROVAL 09/10/13

THIS IS...
 AN ORDER A CONFIRMATION

ITEM NO.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	MARINA SEAWALL JOINT SEALING-DEMONSTRATION FILTER FABRIC RETRO-FIT	800-46050	1.00	24448.96	24,448.96
				TOTAL	24,448.96

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 60-13-116484-54C	FEDERAL TAX EXEMPTION CERTIFICATE NO. 59-6000355
APPROVED DIRECTOR of FINANCE	PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS. DELIVERIES WILL BE ACCEPTED MONDAY THRU FRIDAY 8:30 AM - 4:00 PM

TAB 14



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013

Agenda Item No. *Tab 14*

Agenda Title: Authorizing the Mayor to Execute the Ninth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the period beginning October 1, 2013 through September 30, 2014.

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

Approved by Town Manager *DSS* Date: *8/13/13*

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: Town Manager	Costs: \$ 2,662,624.00 Funding Source: Acct. # 001-52-521-200-34010 <input type="checkbox"/> Finance _____	Attachments: Copy of the Ninth Addendum Base Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>DSS</i></u> 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, 2013 and continuing through September 30, 2014. The cost for the next year of police protection services is an increase of \$51,424.00 over the current year contract expense of \$2,571,200.00 (a 2% increase year-over-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 ninth 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, 2014.

Recommended Motion: I move to authorize the Mayor to execute the Ninth Addendum to the Law Enforcement Service Agreement between Sheriff Ric L. Bradshaw and the Town of Lake Park.

PALM BEACH COUNTY

SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



MAJOR DAN SMITH
COUNTYWIDE OPERATIONS
PHONE: (561) 681-4520

FAX: (561) 681- 4525

E-MAIL: smithd@pbso.org

March 08, 2013

Town of Lake Park
James DuBois, Mayor
535 Park Avenue
Lake Park, Florida 33403

Dear Mayor DuBois:

The Palm Beach County Sheriff's Office adjustments for the Town of Lake Park Law Enforcement Service Agreement renewal have been under careful consideration. For the past two (2) years, the Sheriff was able to afford no increase, however, this year there will be a 2% increase for 10/01/13 – 09/30/14. We will be contacting you to schedule a meeting to further discuss the particulars of the contract.

A ninth addendum will be submitted with the renewal dates and the adjusted rate for signature prior to expiration of the eighth addendum.

Sincerely,

A handwritten signature in blue ink that reads "Major Dan Smith".

Major Dan Smith
Countywide Operations

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

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

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

WHEREAS, the Parties wish to extend the contract term, and set forth the consideration for the first 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 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement is renewed for an additional four (4) year term commencing October 1, 2013 and ending September 30, 2017, unless the Agreement is otherwise extended or terminated.
2. Article 4, Section 4.1, regarding facilities of the Law Enforcement Service Agreement is amended and shall now read as follows:

Town shall provide existing buildings, fixtures, furnishings, equipment, radios and facilities for the operation of police services. The town shall further provide necessary interior and exterior building maintenance, grounds maintenance, and utilities at no cost to the Sheriff.

3. Article 6, Section 6.1, of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2013 through September 30, 2014, as follows: The total cost of personnel and equipment shall be \$2,622,624.00. The monthly payments shall be \$218,552.00.
4. 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

THE TOWN OF LAKE PARK

BY: _____
Ric L. Bradshaw

BY: _____
James DuBois

Title: Sheriff

Title: MAYOR

Witness: _____
Daniel Smith, Major

Witness: _____
Vivian Lemley, Town Clerk

DATE: _____

DATE: _____



**PALM BEACH COUNTY
SHERIFFS OFFICE**

EDWARD W. BIELUCH, SHERIFF

3228 Gun Club Road - P.O. Box 24681 West Palm Beach, Florida 33418-4681 (561) 688-3000 - <http://www.pbso.org>

JOSEPH BRADSHAW, JR.
CHIEF LEGAL ADVISOR
PHONE: (561) 688-3173

FAX: (561) 688-3175

E-MAIL: bradshawj@pbso.org

September 25, 2001

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

Attn: Mayor, Vice-Mayor, Commissioners,
Town Manager & Town Attorney

Re: *Palm Beach County Sheriff's Office/City of Lake Park*

To Whom It May Concern:

Enclosed for your records is one original fully executed Agreement for Police Services. We have retained one original for our files and forwarded one to Alexis Yarbrough, Esq., of TSCS Tripp Scott.

Very truly yours,

Joseph A. Bradshaw, Jr., Esq.
Chief Legal Advisor

JABj/srm
Enclosure

AGREEMENT FOR POLICE SERVICES
BETWEEN
THE TOWN OF LAKE PARK, FLORIDA
AND
THE SHERIFF OF PALM BEACH COUNTY, FLORIDA
October 1, 2001

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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 I 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 versa. 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 1 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 Services. 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.

**ARTICLE 5
DISTRICT COMMANDER**

5.1 **DISTRICT COMMANDER.** At all times during the Term, PBSO shall provide a District Commander. The District Commander or his or her designee shall meet and confer with the Town Manager or his or her designee as necessary, and shall attend all TOWN Meetings and maintain records and reports consistent with PBSO Policy and Procedure.

5.2 **LOCATION OF DISTRICT COMMANDER.** The District Commander shall serve on a full-time basis and shall be principally located in the Police Headquarters, where his or her principal office shall be located during the Term.

**ARTICLE 6
CONSIDERATION**

6.1 **CONSIDERATION.** In consideration of the Services provided hereunder, the TOWN agrees to pay PBSO the Consideration in equal monthly installments due and payable in advance, without notice or demand, on or before the first day of each month commencing October 1, 2001. Should the Term commence or end on other than the first or last day respectively of a calendar month, the monthly installment due for said month shall be prorated accordingly. The Consideration to be paid by the TOWN for subsequent fiscal years shall be subject to an annual percentage increase not to exceed eight percent (8%). In the event there are new demands or circumstances that require an increased level of Police Services (primarily staffing and the direct and indirect costs associated therewith) the Sheriff will make a proposal to the Town Commission for the need for increased Police Services and consideration therefor. PBSO shall provide the TOWN with written documentation to support any percentage rate increase or other change impacting the Consideration amount. The percentage rate increase shall be calculated on the total consideration paid in the prior year.

PBSO will advise the TOWN of a legitimate need for any increase in the level of service and will recommend the appropriate personnel changes. When PBSO identifies a requirement for personnel increases as a result of an identifiable increase of criminal activity or need for additional Police Services in the TOWN, which level of criminal activity or need for Police Services was not present at the time of the signing of this Service Agreement or if there is a significant increase in the TOWN's population, then, to the extent permitted by Florida law, the TOWN agrees to indemnify and hold harmless PBSO, its employees and appointees, from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from the inadequate law enforcement staffing levels, if an increased level of law enforcement staffing was recommended by PBSO and rejected by the TOWN. This provision shall in no way waive or otherwise diminish the sovereign immunity of either party.

6.2 **ADDITIONAL CONSIDERATION.** If PBSO has paid any sum or sums or has incurred any obligation or expense for which the TOWN has agreed to pay or reimburse PBSO, or if PBSO is required (or elects) to pay any sum or sums or to insure any obligations or to pay any expense by reason of the failure, neglect, or refusal of the TOWN to perform or fulfill any one or more of the conditions, covenants or undertakings contained in this Agreement, including, without limitation, the payment of any costs or expenses relating to obligations owed by the TOWN with respect to any Employee, the TOWN agrees to pay to PBSO an amount equal to such sums or expenses, including without limitation all interests, costs,

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.

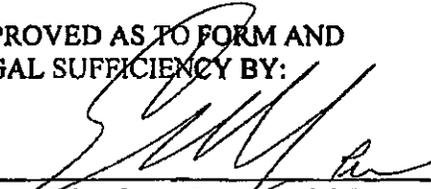
11.7 **TERMINATION.** The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

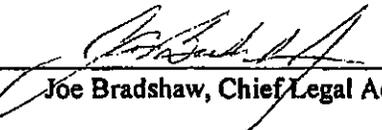
IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

PBSO:
SHERIFF OF PALM BEACH COUNTY

By: 
Edward W. Bieluch, Sheriff

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:**

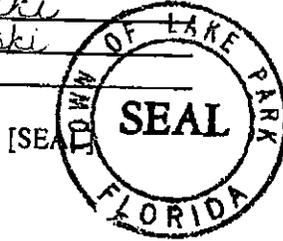
By: 
Tripp Scott, P.A., Special Counsel

By: 
Joe Bradshaw, Chief Legal Advisor

TOWN:
TOWN OF LAKE PARK

By: *Paul Wayne Castro*
Name: Paul Wayne Castro
Title: Mayor

Attest by: *Bonnie H. Goralski*
Name: Bonnie H. Goralski
Title: Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

By: *Betty Resch*
Betty Resch, Town Attorney