



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, September 16, 2009
 Immediately following the CRA Meeting
 Lake Park Town Hall
 535 Park Avenue

Desca DuBois	—	Mayor
Jeff Carey	—	Vice-Mayor
Edward Daly	—	Commissioner
Patricia Osterman	—	Commissioner
Kendall Rumsey	—	Commissioner
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Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian M. Lemley, CMC	—	Town Clerk

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

- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PUBLIC and OTHER COMMENT**
 This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a **TOTAL** of three minutes.
- G. **CONSENT AGENDA**: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items

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

For Approval:

1. Regular Commission Meeting Minutes of August 19, 2009 Tab 1
2. Resolution No. 39-09-09 Pension Plan Tab 2
3. Resolution No. 40-09-09 Renewal of 2010 Property and Casualty Insurance Tab 3
4. Authorization to Reserve Unspent Capital Funds in the Amount of \$20,000 for Capital Improvements Next Fiscal Year Tab 4
5. Solid Waste Authority of PBC Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and for a Municipal Revenue Sharing Recycling Program Tab 5
6. Continuation of Current Janitorial Services Contract with Sparkle Team For Town Hall, Public Works and Lake Shore Park Restrooms Tab 6
7. Continuation of Current Janitorial Services Contract with Sparkle Team For Lake Park Library Tab 7
8. Continuation of Current Janitorial Services Contract with Kara Mendez Kara Mendez Cleaning Service for Palm Beach County Sheriff's Office District 10 Building Tab 8

H. PUBLIC HEARING(S)

ORDINANCES ON SECOND READING:

9. ORDINANCE NO. 12-2009 – Text and Use Change to Chapter 78 regarding Group and Transient Use Tab 9

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK; BY AMENDING CHAPTER 78, ARTICLE 1, SECTION 78-2 ENTITLED "DEFINITIONS" TO ADD A NEW DEFINITION FOR THE TERM "TRANSIENT RESIDENTIAL USE " AND "GROUP HOME" AND TO AMEND THE DEFINITION OF "COMMUNITY RESIDENTIAL HOME" AND "SUBSTANCE ABUSE TREATMENT FACILITIES"; AMENDING CODE SECTION 78-61 ENTITLED "R-1AA RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-62 ENTITLED "R-1A RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-63 ENTITLED "R-1B RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-64 ENTITLED "R-1 RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-65 ENTITLED "R-2A RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-66 ENTITLED "R-2 RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-67 ENTITLED "R-3 RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-69 ENTITLED "C1-B BUSINESS DISTRICTS"; AMENDING CODE SECTION 78-70 ENTITLED "C-1 BUSINESS DISTRICTS"; AMENDING CODE SECTION 78-71 ENTITLED "C-1 BUSINESS DISTRICTS"; AMENDING CODE SECTION 78-72 ENTITLED "C-2 BUSINESS DISTRICTS"; AMENDING CODE SECTION 78-73 ENTITLED "C-3 REGIONAL

BUSINESS DISTRICT”; AMENDING CODE SECTION 78-74 ENTITLED “C-4 BUSINESS DISTRICT”; AMENDING CODE SECTION 78-75 ENTITLED “CLIC-1 CAMPUS LIGHT INDUSTRIAL/COMMERCIAL DISTRICT”; REPEALING SECTION 78-80 “STATUS OF SUBSTANCE ABUSE TREATMENT FACILITIES AND COMMUNITY RESIDENTIAL HOMES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**10. ORDINANCE NO. 13-2009 – Update Purchasing Policies and Procedures Tab 10
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CODE AT CHAPTER 2, ARTICLE V, DIVISION 2, ENTITLED “PURCHASING” TO AMEND SECTION 2-243 ENTITLED “REQUIREMENT OF GOOD FAITH”; SECTION 2-245 ENTITLED “DEFINITIONS”; SECTION 2-247 ENTITLED “PROCUREMENT METHODS”; SECTION 2-248 ENTITLED “COMPETITIVE SEALED BID PROCESS”; SECTION 2-249 ENTITLED “COMPETITIVE SEALED PROPOSAL PROCESS”; SECTION 2-250 ENTITLED “ALTERNATIVE SOURCE ELECTION”; AND SECTION 2-252 ENTITLED “PROTESTED SOLICITATIONS AND AWARDS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ORDINANCE(S) ON FIRST READING

**11. ORDINANCE NO. 16-2009 - Reasonable Accommodations Tab 11
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING SUBSECTIONS (1) THROUGH (9) OF SECTION 78-6, ENTITLED “REASONABLE ACCOMMODATIONS PROCEDURES”; PROVIDING FOR A DEFINITION OF THE TERM “QUALIFYING ENTITY”; PROVIDING FOR APPEALS OF THE DECISIONS TO A SPECIAL MAGISTRATE’S DECISION; PROVIDING FOR THE DELETION OF THE INCORPORATION OF AN APPLICATION FORM IN THE TOWN CODE; PROVIDING FOR PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

RESOLUTIONS:

**12. RESOLUTION NO. 42-09-09 – Millage Rate Tab 12
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2009/2010; PROVIDING FOR AN EFFECTIVE DATE.**

13. RESOLUTION NO. 43-09-09- 2009-2010 Budget **Tab 13**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009, AND ENDING SEPTEMBER 30, 2010, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

14. RESOLUTION NO. 44-09-09 - Site Plan Review for Pet Smart **Tab 14**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A 20,215 SQUARE FOOT PETSMAST STORE, SUBJECT TO CONDITIONS OF APPROVAL, TO BE LOCATED ON A 2.75 ACRE PARCEL GENERALLY LOCATED AT THE NORTHEAST CORNER OF CONGRESS AVENUE AND WATERTOWER ROAD WITHIN THE C-2 ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

I. DISCUSSION AND POSSIBLE ACTION:

15. Marine Industries Association of Palm Beach County Family Fun Festival **Tab 15**

J. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

K. ADJOURNMENT:

Consent Agenda

TAB 1

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

Meeting Date: **September 16, 2009**

Agenda Item No. **1**

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Regular Commission Meeting Minutes of August 19, 2009.

RECOMMENDED MOTION/ACTION: Approve the Regular Commission Meeting Minutes of August 19, 2009.

Approved by Town Manager *W. J. Davis* Date: *9/10/09*
 Deputy Clerk *Janeis Johnson* *9/3/09*
 Date of Actual Submittal

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

Summary Explanation/Background:



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
August 19, 2009 7:42 p.m.**

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, August 19, 2009 at 7:42 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, Rumsey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

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

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC and OTHER COMMENT

Katherine Lampkin, 618 Date Palm Dr. – asked when the gates to the ball park would be locked. She stated that she had three Lacrosse balls hit her fence and knock it loose. She stated a golf ball had hit her dog, and children were also throwing rocks at her dog. She wanted to know what was being done to keep the occurrences from taking place. She stated that she had a tree behind her fence that needed to be removed because there were men who were drunk or high on drugs

hanging around the tree.

Commissioner Osterman asked if Ms. Lampkin had called the Sheriff's office.

Ms. Lampkin stated that she flashed her flashlight on the men and they left.

Mayor DuBois asked Captain Reece if he was aware of the problems around the ball field.

Town Manager Maria Davis stated that the Town was in the process of a fencing project around the ball field. The project was approximately 95% complete. There was some fencing fabric and gates that have yet to be installed. The contractor has until September 19, 2009 to complete the project. She stated that the problems should dissipate by then.

Ms. Lampkin asked if there were locks currently on the gates.

Town Manager Davis stated that there were no locks on the gates right now.

Ms. Lampkin stated that she was concerned about the Lacrosse players hitting balls into her yard and possibly injuring her or her dog. She stated that the players needed to play in an opposite direction.

Town Manager Davis asked Recreation Director Greg Dowling if the Lacrosse net was on the ball field.

Ms. Lampkin stated that the net was there but it was not tied down properly.

Recreation Director Dowling stated that the Lacrosse net was there but he did not think that the net was sufficient to stop the Lacrosse balls. He stated that he could ask the Lacrosse team to play east and west rather than north and south.

Steve Hackman, 638 Flagler Blvd. – stated that there needed to be more budget cuts due to the economy. He stated that he reviewed the budget and discovered that the Town could eliminate approximately \$100,000 from the budget. He stated that the Marina was losing money and that tax rates should not be raised but decreased.

CONSENT AGENDA:

1. Meeting Dates for the Community Redevelopment Agency (CRA)
2. Notification of International Coastal Cleanup on September 19, 2009
3. Acquisition of Two Servers for Town Hall and Public Works
4. Resolution No. 31-08-09 Library State Aid
5. Resolution No. 33-08-09 Final Rate for an Equivalent Stormwater Unit
6. Resolution No. 34-08-09 Establishing the Schedule of Fees for Residential and Commercial Refuse and Recyclable Collection Services
7. Resolution No. 35-08-09 Transfer of Community Beautification Improvement Fund (CBIF) to Undesignated Fund Balance

- 8. Resolution No. 38-08-09 Emergency Pay for Exempt Employees
- 9. Consensus to Send "Thank You and Recognition" Letters from the Mayor to Sponsorship Donors

Commissioner Rumsey requested that item number 7 be pulled from the Consent Agenda for discussion.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Carey to approve item #'s 1 through 6 and items 8 and 9 of the Consent Agenda; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Commissioner Rumsey asked if the \$83,000 that was being transferred from the Community Beautification Fund would be designated for anything in the General Fund.

Town Manager Davis stated that the \$83,000 would not be transferred to the General Fund but would be placed into the Reserve Fund.

Commissioner Rumsey stated that approximately two months ago he proposed to use some of the money from the Beautification Fund for another project and he was presented with a couple of pages of information that showed why they should not delete the money from that fund. He stated that the fund was now being brought down to a \$10,000 rollover balance year to year. He asked if thoughts had changed on the matter.

Town Manager Davis explained that it was not a matter of the Town not depleting the fund but a matter of analyzing the use of the funds for what the request was and how it was to be done. She explained that she was trying to build up the Reserve Fund instead of having the money

sitting in the Beautification Fund when no one was applying for the funding assistance. She stated that adequate funds would remain for the program and the program would not be discontinued.

Commissioner Rumsey asked if approximately \$9,500 was used from the fund annually.

Community Development Director Patrick Sullivan stated that approximately \$6,000 to \$10,000 is utilized each year and that \$9,500 was used last year.

Commissioner Rumsey asked Community Development Director Sullivan if he was comfortable with keeping \$10,000 in the Beautification Fund.

Community Development Director Sullivan stated that he was comfortable with that amount.

Commissioner Rumsey stated that the Commission had been working hard on increasing lighting throughout the Town. He asked if there would be an interest in taking \$25,000 from the \$83,000 and add it to the current \$15,000 that had been set aside for lighting in the Town.

Commissioner Daly asked how much it would cost for a light pole.

Town Manager Davis stated that it was approximately \$20 per month per light pole. She stated that the poles would be rented each year. She stated that she wanted to make it clear that if \$15,000 is spent this year it would be \$15,000 next year plus what the Commission allocates for lighting and the cost would continue to build year by year.

Commissioner Rumsey stated that solar lighting would be paid for within three years. He stated that rental fees on regular lighting would be money that the Town would never get back.

Commissioner Osterman asked how long the solar lights last.

Commissioner Rumsey stated that solar lighting did not have a shelf life and the cell would need to be replaced every five to seven years.

Community Redevelopment Agency Project Manager Richard Pittman stated that the solar panel would need to be replaced every five to seven years and there was a lifespan for the LED lights. These were two items that have not been tested.

Commissioner Rumsey stated that it was his understanding that the LED lights have been tested to last five to ten years and that the energy usage was considerably less than the lights that the Town was currently using.

CRA Project Manager Pittman stated that a 23 or 25 watt LED could replace a 100 watt regular light.

Commissioner Osterman stated that she would like to look at a cost comparison for the solar powered lighting versus the regular lighting.

Mayor DuBois asked Town Manager Davis that if the item was approved would there still be an option to use the funds in the Reserve Fund to implement the solar lighting.

Town Manager Davis stated that she wanted to clarify to the Commission that the Town had a very low Reserve Fund balance and she was trying to build the balance up. She stated that the balance was currently below 10% and she was uncomfortable with the reserves being that low. She explained that last year they were able to put \$250,000 in reserves but were unable to do so in 2010 due to the decrease in property values. She stated that she wanted to make it very clear where they stood with the Reserve Fund balance before they made any decisions on lighting.

Discussion ensued among the Commissioners regarding what direction to take regarding lighting in the Town.

Public Comment Open.

None

Public Comment Closed.

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

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARING: ORDINANCES ON 1st READING

ORDINANCE NO. 10-2009 – Setting Rate for Parking Meters

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES ENTITLED “TRAFFIC AND MOTOR VEHICLES”, PROVIDING FOR THE AMENDMENT OF ARTICLE I, SECTION 30-2 ENTITLED “PROHIBITED PARKING”; PROVIDING FOR THE CREATION OF NEW ARTICLE IV TO BE ENTITLED “PARKING METERS”; CREATING

NEW SECTION 30-71 TO BE ENTITLED "PARKING METERS; PARKING METERED SPACES, ZONES; INSTALLATION"; CREATING A NEW SECTION 30-72 TO BE ENTITLED PARKING WHEN METER/METER RECEIPT INDICATES VIOLATION; MAXIMUM PERIOD; DAYS EFFECTIVE; PARKING WITHIN SPACES"; CREATING A NEW SECTION 30-73 TO BE ENTITLED "COLLECTION OF MONEY"; CREATING A NEW SECTION 30-74 TO BE ENTITLED "USE OF SLUGS, ETC.; DAMAGING METERS"; CREATING A NEW SECTION 30-75 TO BE ENTITLED "ENFORCEMENT"; CREATING A NEW SECTION 30-76 TO BE ENTITLED "DEFINITIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

Steven Hackman, 638 Flagler Blvd. - stated that he did not think the parking meters would be cost effective for the Town. He gave examples of the history of parking meters in different cities. He stated that he did not think people would want to pay for parking meters and the overhead costs would outweigh the profits.

Public Comment Closed.

Commissioner Osterman stated that there was a typo in the Ordinance under Article 25. She stated that the portion that states "no parking from Lake Shore Drive to 2nd St." should state "no parking from Lake Shore Drive to U.S. Highway One".

Town Manager Davis stated that the portion of the Ordinance should state "no parking between Lake Shore Dr. and Federal Hwy".

Motion: A motion was made by Vice-Mayor Carey to approve Ordinance No. 10-2009 upon 1st reading; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly		X	
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor			

DuBois	X		
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Motion passed 4-1.

Attorney Thomas Baird read Ordinance 10-2009 by caption-only.

PRESENTATION

Introduction of Florida House of Representatives District 84 Candidate Mackenson Bernard

Mayor DuBois introduced Mackenson Bernard.

Mr. Bernard introduced himself and explained that he was running for the District 84 State Representative seat. He announced that a Special Election would take place on August 25, 2009. He thanked the Commission for inviting him.

ORDINANCE(S) ON FIRST READING:

ORDINANCE NO. 11-2009 Registration of Out of Town Businesses that Conduct Business in Lake Park

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN CODE CREATING ARTICLE VI ENTITLED “ BUSINESS REGISTRATION FEE ESTABLISHED”; PROVIDING FOR THE CREATION OF SECTION 2-320 ENTITLED “BUSINESS REGISTRATION FEE REQUIRED FOR CERTAIN BUSINESSES”; PROVIDING FOR THE CREATION OF SECTION 2-321 ENTITLED “APPLICATION FOR BUSINESS REGISTRATION RECEIPT”; PROVIDING FOR THE CREATION OF SECTION 2-322 ENTITLED “ISSUANCE OF A BUSINESS REGISTRATION RECEIPT”; PROVIDING FOR SECTION 2-323 ENTITLED “CONDUCTING BUSINESS BASED UPON FALSE STATEMENT PROHIBITED”; PROVIDING FOR THE CREATION OF SECTION 2-324 ENTITLED “ENFORCEMENT OF VIOLATIONS OF REGISTRATION REQUIREMENTS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Vice-Mayor Carey asked who would regulate the registrations.

Community Development Director Patrick Sullivan explained that code enforcement would regulate and monitor the registrations. He stated that there were also businesses that do not have an actual structural place of business that come into the Community Development Department to register. He stated that the Town has been charging them a business tax receipt when they were not supposed to. They were in the process of correcting the problem by registering them as a business and putting the Ordinance into place.

Vice-Mayor Carey asked if there was a fee for the registration.

Community Development Director Sullivan stated that there was an annual fee of \$25.

Motion: A motion was made by Commissioner Rumsey to approve Ordinance No. 11-2009 upon 1st reading; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 11-2009 by caption-only.

RESOLUTION(S):

RESOLUTION NO. 32-08-09 Renewal Of The Employee Insurance Coverage For FY 2010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RENEWAL APPLICATION FOR BLUE CROSS BLUE SHIELD OF FLORIDA FOR EMPLOYEE HEALTH INSURANCE COVERAGE, A RENEWAL APPLICATION FOR LINCOLN FINANCIAL GROUP FOR RENEWAL OF EMPLOYEE DENTAL INSURANCE, LIFE INSURANCE, SHORT TERM DISABILITY, LONG TERM DISABILITY, FOR HUMANA/VISIONCARE FOR VISION INSURANCE, AND A CONTRACT WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY INC. FOR AN EMPLOYEE ASSISTANCE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Town Manager Maria Davis introduced Mr. Christian Bergstrom of the Gehring Group to answer any questions that the Commission may have.

The Commission did not have any questions for Mr. Bergstrom.

Motion: A motion was made by Vice-Mayor Carey to approve Resolution No. 32-08-09; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

RESOLUTION NO. 36-08-09 - Stormwater Assessment Roll

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR THE CERTIFICATION AND ADOPTION OF A STORMWATER ASSESSMENT ROLL IN ACCORDANCE WITH CHAPTER 32 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Carey to approve Resolution No. 36-08-09; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		

Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

RESOLUTION NO. 37-08-09 - Sanitation Assessment Roll

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR THE CERTIFICATION AND ADOPTION OF A SANITATION ASSESSMENT ROLL FOR FISCAL YEAR 2009-2010; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Rumsey to approve Resolution No. 37-08-09; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

DISCUSSION & POSSIBLE ACTION

Design of Overflow Parking for the Marina

Town Manager Davis explained the reason for the discussion item.

CRA Project Manager Richard Pittman gave a PowerPoint presentation (see Exhibit "A") of the design options for the overflow parking at the Marina.

He explained design options of the proposed parking lot (see pages 2 through 6 of Exhibit "A").

Mayor DuBois discussed the different design options of the proposed parking lot. She asked where the funds to construct the parking lot would come from.

Town Manager Davis stated that there were also comments from the condo association located to the south of the proposed parking lot.

Mr. Pittman explained that he delivered a letter to a board member of the Marina Vista Condominium Association Board. He spoke to the wife of the Vice-President of the Association and she advised him that the President was an absentee landlord. She stated that she felt that the wooden fence would be preferable over the existing Eureka palms on the property. He stated that putting a fence along the south side of the parking lot and removing the Eureka palm screening would be an additional expense.

Commissioner Osterman recommended plan A or B for the parking lot.

Discussion ensued among the Commissioners regarding the proposed parking lot designs.

Motion: A motion was made by Commissioner Osterman to approve Plan A of the proposed Marina Overflow Parking Lot; Commissioner Rumsey made the second.

Public Comment Open.

Chuck Balius, 148 Date Palm Dr. – stated that the proposed parking lot violates Lake Park Code. He stated that there were over two 60 inch culverts on the proposed parking lot which cannot be compacted to put asphalt over.

Town Manager Davis stated that the parking lot would not have asphalt, but would have asphalt millings.

Mr. Balius stated that it stated in Chapter 78 of the code greenery is required for every ten parking spaces. He stated that he would not have the culverts compacted without having them inspected first.

Public Comment Closed.

Discussion ensued between Mr. Balius and the Commissioners regarding the proposed parking lot.

Mayor DuBois asked Community Development Director Patrick Sullivan if the proposed parking lot complied with the Town code.

Community Development Director Patrick Sullivan stated that public property was not subject to the landscaping and setback requirements set forth in the code.

Commissioner Osterman withdrew her motion. Commissioner Rumsey withdrew his 2nd on the motion.

Mayor DuBois declared that the motion failed.

Discussion ensued among the Commissioners and Mr. Pittman regarding the proposed parking lot.

Motion: A motion was made by Commissioner Osterman to approve Plan A of the proposed Marina Overflow Parking Lot and to add the required greenery for every ten parking spaces; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly		X	
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 4-1.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor DuBois stated that she received information from a concerned citizen regarding illegal gambling in the Town. She stated that the Sheriff’s office was looking into the matter.

Commissioner Osterman stated that she hoped the Commissioners who attended the League of Cities Conference had a good time. She stated that she was unable to attend the Library Event but had heard that it had received great reviews. She congratulated all involved for making it happen.

Vice-Mayor Carey thanked Town Manager Davis for bringing in the University of Miami School of Architecture in to do their presentation at the CRA Meeting. He stated that he had a

great time at the League of Cities Conference. He recommended that the Town sponsor or adopt a soldier or platoon in the military.

Commissioner Rumsey recommended supporting a soldier or platoon in the military. He stated that the Town had looked into the possibility of installing traffic cameras on the Town's red lights. The Town received a report stated that it could not be done because the Town's roads were primary roads and the Town would not be able to receive proceeds from red light runners. He stated that he had spoken to a representative of a company at the League of Cities Conference who informed him that the Town could get the cameras and receive the proceeds. He stated that he provided Town Manager Davis the information he received from this company so that the Town could get a definitive answer on whether or not they could install the red light cameras.

Town Manager Davis stated that she would be happy to review and research the information.

Commissioner Daly

None

Town Attorney Thomas Baird stated that a Special Call Planning and Zoning Board Meeting had been scheduled for next Monday, August 24, 2009 wherein they will be speaking about the transitional housing Ordinance which regulates short term rentals. He stated that he has had ongoing dialogue with the Justice Department. He stated that an Attorney Client Session would need to take place with Attorney Grogan when he is in Town.

Town Manager Maria Davis announced Debbie's Coupon Exchange and Discussion would take place at the Library on August 22, 2009 at 9 a.m. and also on Tuesday, August 25, 2009 at 6 p.m. and Thursday August 27, 2009 at 10 a.m. Consumer Credit Counseling would be conducting a seminar titled "Conquering the Credit Challenge". The Afterschool Program begins August 31, 2009 and takes place Monday through Friday from 2:30 p.m. to 4:30 p.m. for school children ages 6 to 12 at the Recreation Center located at the ball field. She thanked Wal-Mart for sponsoring the Aftercare Program.

She stated that approximately one year ago, the Town was advised by the Department of Transportation that they were planning on closing the left hand turn lane going west on Northlake Blvd. at 10th St. She stated that the proposal would have caused a hardship for the Town's businesses. She thanked Mayor DuBois for her efforts in thwarting the plan and she received confirmation that they are not removing the turn lane.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Vice-Mayor Carey, and by unanimous vote, the meeting adjourned at 8:55 p.m.

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Lemley

Town Seal

Approved on this ___ of _____, 2009.

TAB 2

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

Meeting Date: September 16, 2009

Agenda Item No. 2

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

SUBJECT: PENSION PLAN AMENDMENT.

RECOMMENDED MOTION/ACTION: ADOPT RESOLUTION.

Approved by Town Manager *W. Davis* Date: 9/10/09
Anne M. Costello 9/8/09
 Name/Title Finance Director Date of Actual Submittal

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

Summary Explanation/Background: In order to keep the Town's Pension Plan in compliance with the requirements of the Internal Revenue Code and IRS regulations, the Town must adopt the document titled "VALIC Retirement Services Company Governmental Volume Submitter Plan" to incorporate provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"). Under the Code, qualified plans are required to be amended for changes in the law of the regulations affecting qualification requirements. Adoption of this amendment is required by the Internal Revenue Service in order to continue and maintain the qualified and exempt status of the Plan. Additionally, the adoption of this amendment incorporates changes to the Plan contained in the new Employee Handbook eliminating participation of part-time employees who were not participating prior to April 1, 2009.

RESOLUTION NO. 39-09-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE AMENDMENT AND RESTATEMENT OF RETIREMENT PLAN VIA ADOPTION OF VALIC RETIREMENT SERVICES GOVERNMENTAL VOLUME SUBMITTER PLAN , AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park's Commission has the authority pursuant to the Florida Constitution and Chapter 166, Florida Statutes to establish such pension plans as it deems appropriate for its eligible employees; and

WHEREAS, on November 4, 1998, the Town Commission of the Town of Lake Park (Commission) adopted Resolution 66, 1998 establishing a pension plan administered by the Variable Annuity Life Insurance company (herein referred to as VALIC) for Town employees; and;

WHEREAS, the Commission retained the power to amend and/or terminate the Plan; and

WHEREAS, on September 7, 2005 the Commission adopted Resolution No. 30-09-05 amending the Plan to include the eligibility of the Town Manager for participation in the Plan ; and

WHEREAS, the Commission upon the recommendation of the Town's Finance Director has determined that it is appropriate to amend and restate the Plan by adopting the VALIC Retirement Services company Governmental Volume Submitter Plan document; and;

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

Section 1. The Commission hereby amends and restates the Plan, effective January 1, 2002, by adopting the document titled "VALIC Retirement Services Company Governmental Volume Submitter Plan," in the form and substance as the document heretofore presented to the governing body of the Town of Lake park; and

Section 2. The Commission hereby authorizes and directs the Plan Administrator to: (i) execute the adoption agreement to the VALIC Retirement Services Company Governmental Volume Submitter Plan document as approved; (ii) execute all other documents and to do all other things as may be necessary or appropriate to make the VALIC Retirement Services Company Governmental Volume Submitter Plan document effective October 1, 2002, including the execution of any amendments required by the Internal Revenue Service in order to continue and maintain the qualified and exempt status of the Plan; and (iii) execute any other documents required to obtain reliance on advisory letters issued to the VALIC Retirement Services Company Governmental Volume Submitter Plan by the Internal Revenue Service.

Section 3. This Resolution shall become effective immediately upon adoption.

VALIC Retirement Services Company
Governmental Volume Submitter Plan

Adoption Agreement #002 – Money Purchase Pension Plan

Advisory Letter Number: M580454a

The undersigned, Town of Lake Park ("Employer"), by executing this Adoption Agreement, elects to establish (or restate) a retirement plan (and trust, if applicable) (hereinafter, the "Plan") under the VALIC Retirement Services Company Governmental Volume Submitter Plan (the "Basic Plan Document"). The Employer, subject to the Employer's elections in this Adoption Agreement, adopts fully the Plan provisions (and if applicable, the Trust provisions). The Adoption Agreement and the Basic Plan Document together constitute the Employer's entire Plan (and Trust, if applicable) document. All section references within this Adoption Agreement are Adoption Agreement section references unless the Adoption Agreement or the context indicates otherwise. All "Article" references, and all "Plan Section" references, are references to the applicable article or section of the Basic Plan Document.

The Employer makes the following elections, as permitted under the corresponding provisions of the Basic Plan Document:

A. VOLUME SUBMITTER PRACTITIONER INFORMATION.

VALIC Retirement Services Company
Attn: Implementation Services
2929 Allen Parkway, L11-40
Houston, Texas 77019
888-478-7020

B. PLAN INFORMATION.

1. Plan Name: Town of Lake Park General Employees Retirement Plan
2. Plan Number (e.g., 001, 002, etc.): 001
3. Effective Date: *(Note: The Effective Date for a new Plan or the Restated Effective Date for a restated Plan cannot be earlier than the first day of the Plan Year in which this plan or restatement is adopted. The Restated Effective Date must not be earlier than January 1, 2002. Restatements for the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) should be the first day of the Plan Year beginning on or after January 1, 2002. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)*
 - a. This is a new Plan effective as of _____ (hereinafter "Effective Date").
 - b. This amendment is a restatement of a previously established qualified plan which was effective October 1, 1998 (hereinafter "Effective Date"). The effective date of this restatement is October 1, 2002 (hereinafter "Restated Effective Date").
4. Plan Year/Limitation Year means the 12-consecutive month period (except for Short Plan Years) ending every (Check a. or b., and c. if applicable).
 - a. December 31
 - b. Other: September 30
 - c. Short Plan Year commencing on _____ and ending on _____.
5. Anniversary Date (annual Valuation Date):
 - a. last day of the Plan Year
 - b. first day of the Plan Year

C. EMPLOYER INFORMATION.

1. Name of Employer: Town of Lake Park
2. Address: 535 Park Avenue
(Number and Street)
- Lake Park Florida 33403
(City) (State) (Zip Code)
3. Telephone Number: (561) 881-3350
4. Employer Identification Number: 59 - 6000355
5. By signing this Adoption Agreement, the Employer represents and affirms that it is a state or local governmental entity, as defined in Code section 414(d), and is a:
- a. K-12 educational organization
 - b. higher educational organization
 - c. city or county government
 - d. state government
 - e. other governmental entity (specify) _____
6. Employer's Fiscal Year: September 30

D. TRUST ELECTION.

1. All or a portion of this Plan shall be Trusteed pursuant to Article V of the Plan.
- a. No, this Plan shall be funded exclusively with annuity contracts pursuant to Article X.
 - b. Yes, this Plan shall have a nondiscretionary Trustee (as described in Article V).
 - c. Yes, this Plan shall have a discretionary Trustee (as described in Article V).

E. SERVICE.

1. PREDECESSOR EMPLOYER OR OTHER EMPLOYER.

This Plan shall recognize service with a predecessor Employer or other entity.

- a. No
- b. Yes, Service with _____ shall be recognized for purposes of (check all that apply):
 - (i) eligibility
 - (ii) vesting
 - (iii) contribution accrual
 - (iv) early retirement
 - (v) normal retirement

2. SERVICE CREDITING METHODS.

If this Plan requires an annual service requirement to receive an Employer contribution as selected in Section G, the Hours of Service crediting method shall be used for this purpose, and the applicable computation period shall be the Plan Year (or Short Plan Year). The service crediting method for all other purposes shall be as follows:

- a. SERVICE CREDITING METHOD (select one)
 - (i) Hours of Service crediting method
 - (ii) elapsed time crediting method
- b. If the Hours of Service crediting method is selected in Section E.2.a (i) above then the following must be completed, and shall apply to all Employees:
 - (i) Hours of Service crediting method (select one of the following):
 - (a) actual hours
 - (b) days worked
 - (c) months worked
 - (ii) Year of Service means the applicable computation period during which an Employee has completed at least 1000 Hours of Service (May not exceed 2000 hours.)

c. Break in service rules will be applied under this Plan.

- (i) No
- (ii) Yes

d. If the Hours of Service Crediting Method is selected in E.2.a (i) above, then the following computation period elections must be completed, and shall apply to all Employees (select all applicable):

- (i) If service is required for eligibility, the computation period for eligibility shall begin on the date an Employee first performs an Hour of Service and
 - (a) each anniversary thereof.
 - (b) shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
- (ii) If service is required for vesting, early retirement or normal retirement, the computation period for such purposes shall begin on the date an Employee first performs an Hour of Service and:
 - (a) each anniversary thereof.
 - (b) shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
 - (c) end on the last day of each Plan Year.

F. ELIGIBILITY REQUIREMENTS; INITIAL PLAN ENTRY; PLAN ENTRY DATE.

1. EXCLUDED CLASSIFICATIONS OF EMPLOYEES shall mean all Employees of the Employer checked below: *(NOTE: This section F. must not be completed in a manner which results in Employees only becoming Participants in the year in which they terminate employment. Any exclusions selected for Employee nonelective (pick-up) contributions may not be broader than those exclusions selected for Special Pay contributions. Any classification under "other" must be objectively determinable, and free from employer discretion. Exclusions shall not apply to contributions under section G.3.b. of this Adoption Agreement.)*

<u>For all purposes of the Plan (Do not check items in additional columns if this column selected).</u>	<u>For purposes of Employee nonelective (414(h) pick up) contributions:</u>	<u>For purposes of Employer matching contributions:</u>	<u>For purposes of Special Pay contributions and Employer contributions other than Employer matching contributions:</u>
<input type="checkbox"/> N/A. No exclusions			
<input type="checkbox"/> Hourly paid			
<input type="checkbox"/> Salaried	<input type="checkbox"/> Salaried	<input type="checkbox"/> Salaried	<input type="checkbox"/> Salaried
<input type="checkbox"/> union employees			
<input type="checkbox"/> non-resident aliens			
<input type="checkbox"/> leased employees			
<input type="checkbox"/> reclassified employees (as defined in basic plan document)	<input type="checkbox"/> reclassified employees (as defined in basic plan document)	<input type="checkbox"/> reclassified employees (as defined in basic plan document)	<input type="checkbox"/> reclassified employees (as defined in basic plan document)
<input type="checkbox"/> Employees who have not accumulated at least _____ (not to exceed 31) Special Pay days.	<input type="checkbox"/> Employees who have not accumulated at least _____ (not to exceed 31) Special Pay days.	<input type="checkbox"/> Employees who have not accumulated at least _____ (not to exceed 31) Special Pay days.	<input type="checkbox"/> Employees who have not accumulated at least _____ (not to exceed 31) Special Pay days.

- other (see limitations in "Note" above) Fire Department Employees covered under the Town of Lake Park Municipal Firefighters Retirement Fund (defined benefit plan), Police Officers covered under the Town of Lake Park Municipal Police Officers Retirement Fund (defined benefit plan), Bond Project Employees, all Employees who are covered under individual employment contracts with the Town of Lake Park, and Part-time Employees who were not already participating in the Plan on April 1, 2009.
- other (see limitations in "Note" above) _____
- other (see limitations in "Note" above) _____
- other (see limitations in "Note" above) _____

2. CONDITIONS OF ELIGIBILITY (Plan Section 3.01)

Any Employee who is not a member of an excluded classification (Section F.1.) must satisfy the following minimum age and service requirements, if any, for participation in the Plan (other than contributions described in G.3.b.): (Check one of a – d;. May also check e. if applicable).

- a. No age or service required.
- b. Attainment of age 18 (not to exceed 26).
- c. Completion of 1 (not to exceed 5) Year(s) of Service.
- d. Completion of _____ (not to exceed 60) Month(s) of Service.
- e. FOR NEW PLANS ONLY – Regardless of any of the above age or service requirements, any Employee who was employed on the Effective Date of the Plan shall be eligible to participate in Employer contributions as of such date. (Must also elect 3.e. below.)

3. EFFECTIVE DATE OF PARTICIPATION (Plan Section 3.02)

An Employee who has satisfied the requirements, if any, of Section F shall become a Participant as of: (Check one of a – d;. check e. if applicable.)

- a. such Employee's first Hour of Service (no age or service requirements).
- b. the first day of the first payroll period coinciding with or next following the date the eligibility requirements are satisfied.
- c. the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which the eligibility requirements are satisfied.
- d. the first day of the Plan Year next following the date the eligibility requirements are satisfied.
- e. FOR NEW PLANS ONLY – Any Employee who was employed on the Effective Date of the Plan shall become a Participant on the Effective Date of the Plan. All other Employees shall become Participants as of the date selected in 3.a. through 3.d. above. (Must also elect 2.e. above.)

G. CONTRIBUTIONS AND FORFEITURES.

1. EMPLOYEE NONELECTIVE CONTRIBUTIONS (414(h) pick up; Plan Section 4.01(c)):

- a. N/A. No Employee nonelective contributions are allowed.
- b. Employee nonelective contributions in the amount of _____ (must be greater than zero if selected) percent of Compensation shall be made to the Plan.

2. EMPLOYER MATCHING CONTRIBUTIONS:

a. Formulas (select all that apply):

- (i) N/A. No Employer matching contributions in this Plan.
- (ii) 50 % of a Participant's elective deferral contributions. Elective deferral contributions in excess of 5 % of a Participant's Compensation for the year shall not be matched. (Must also complete G.2.b. below.)
- (iii) Equals the percentage of elective deferral contributions determined under the following schedule: (Must also complete G.2.b. below)

Years of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Elective deferral contributions in excess of _____ % of a Participant's Compensation for the year shall not be matched.

- b. Employer matching contributions shall be made based on elective deferral (pre-tax) contributions to the following plan(s) of the Employer (insert name of Plan(s) to which the elective deferral contributions being matched will be made):
Town of Lake Park Deferred Compensation Plan

3. EMPLOYER CONTRIBUTIONS (other than Employer matching contributions):

The Employer shall make the following contribution(s) to the Plan:

- a. EMPLOYER CONTRIBUTIONS GENERALLY (choose all that apply): *Note: The applicable dollar amount or percentage of Compensation in this section G.3.a. must be greater than zero. In addition, contributions under this Section G.3.a. must be for the exclusive benefit of Employees or their Beneficiaries.*

- (i) An amount equal to \$_____ on behalf of each Participant per period indicated below:
 - (a) calendar quarter
 - (b) month
 - (c) pay period
 - (d) week
- (ii) An amount equal to \$_____ per Hour of Service up to _____ hours per Plan Year.
- (iii) An amount, equal to 5 % of each Participant's Compensation for the Plan Year, or \$_____ on behalf of each Participant for the Plan Year. (May select either percentage of Compensation or dollar amount, but not both.)
- (iv) An amount equal to _____ % of each Participant's Compensation the Plan Year, plus _____ % of such Compensation in excess of \$_____ (Must be an amount which is less than the applicable "annual compensation limit" as specified in Plan Section 1.08).

- b. CONTRIBUTIONS FOR PART-TIME, SEASONAL AND TEMPORARY EMPLOYEES: An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by the Employee Nonelective Contributions described in G.1. actually contributed to the Participant's account during such Plan Year, provided that such Contribution shall be made solely for Part-time, Seasonal, or Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Treasury Regulation Section 31.3121(b)(7)-2.

- c. SPECIAL PAY CONTRIBUTIONS: [*Note: If this option is selected, at least one additional Employer nonelective contribution must be selected under this section G. other than Employer Matching Contributions in G.2. or Contributions for Part-time, Seasonal and Temporary Employees in G.3.b.*] An amount equal to the Employee's current daily rate of pay multiplied by the Participant's number of unused accumulated Special Pay Days in excess of _____ (enter 0 if no excluded days), but not to exceed _____ days (enter NA if no upper limit).

Special Pay Contributions shall be made with respect to:

- (i) accumulated Vacation Pay Days
- (ii) accumulated Sick Leave Days
- (iii) both accumulated Vacation Pay and accumulated Sick Leave Days

Such contributions shall be made for a Plan Year:

- (i) for any Employee who is terminating employment during such Plan Year and who has accumulated Special Pay Days described in this section G.3.c.

- (ii) for any active or terminating Employee with accumulated Special Pay Days described in this section G.3.c. up to the maximum permitted days selected above or the total of all eligible Special Pay Days, whichever is less.

4. HOURS REQUIRED TO SHARE IN ALLOCATION. An active Participant must work a specified number of Hours of Service in order to share in:

a. Employer matching contributions.

- (i) No minimum number of hours is required.
- (ii) Yes, a Participant must work a minimum of _____ Hours of Service during such year. (May not exceed 2000 hours. This option not available if matching contributions are remitted to the Plan each pay-period.)

b. Employer Contributions described in G.3.a.

- (i) No minimum number of hours is required.
- (ii) Yes, a Participant must work a minimum of _____ Hours of Service during the Plan Year. (May not exceed 2000 hours. This option not available if Special Pay Contributions are elected in G.3.c. This option also not available if Employer contributions are remitted to the Plan each pay-period, or if an allocation period other than the Plan Year is selected in G.3.a.(i).)

5. FORFEITURES (Plan Section 4.03(e)).

Forfeitures of Employer contributions under G.2. and G.3.a. shall be:

- a. N/A. Employer contributions are 100% Vested.
- b. used to reduce future Employer contributions under this Plan.
- c. allocated to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for the year.

6. CONTRIBUTIONS AND FORFEITURES ALLOCATED TO TERMINATED PARTICIPANTS (Plan Section 4.03(e))

For contributions described in G.2. only, a Terminated Participant shall share in the allocation of Employer matching contributions and forfeitures for the Plan Year as follows:

- a. A Participant must be employed on the last day of the Plan Year in order to share in the allocation.
- b. A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c. A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless such Participant worked at least _____ Hours of Service during such year. (May not exceed 2000 hours.)
- d. A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least _____ Hours of Service during such year. (May not exceed 2000 hours.)
- e. A Participant is not required to be employed on the last day of the Plan Year or work a minimum number of hours in order to share in the allocation.

For contributions described in G.3.a. only, a Terminated Participant shall share in the allocation of Employer contributions (other than Employer matching contributions) for the Plan Year or other allocation period as follows. Notwithstanding the period selected in G.3.a.(i) forfeitures shall be allocated based on the Plan Year.

- a. A Participant must be employed on the last day of such Plan Year (or other applicable period as selected in G.3.a.(i)) to share in the allocation of Employer contributions.
- b. A Participant must be employed on the last day of the Plan Year (or other allocation period as selected in G.3.a.(i)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement. Notwithstanding the period selected in G.3.a.(i) forfeitures shall be allocated to any Participant employed on the last day of the Plan Year, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c. A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in G.3.a.(i)) in order to share in the allocation, unless such Participant worked at least _____ Hours of Service during such year. (May not exceed 2000 hours). If G.3.a.(i) is selected then the Hours of Service requirement is applicable to allocation of forfeitures only.
- d. A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in G.3.a.(i)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least _____ Hours of Service during such year. (May not exceed 2000 hours.) If G.3.a.(i) is selected then the Hours of Service requirement is applicable to allocation of forfeitures only.
- e. A Participant is not required to be employed on the last day of the Plan Year (or other applicable period as selected in G.3.a.(ii)) or work a minimum number of hours in order to share in the allocation.

7. FROZEN PLAN:

- a. N/A. Plan is not frozen.
- b. This Plan is a frozen plan effective _____ No contributions will be made to the Plan with respect to any period following the stated date.

H. COMPENSATION.

1. COMPENSATION with respect to any Participant means:

- a. Wages, tips and other Compensation on Form W-2.
- b. 415 safe-harbor compensation.
- c. Code section 3401 wages (wages for Federal income tax withholding).

However, Compensation shall exclude:

- (i) N/A. No exclusions
- (ii) overtime
- (iii) bonuses
- (iv) commissions
- (v) shift differential pay
- (vi) other _____ (Must be objectively determinable and applied in a uniform, nondiscriminatory basis, i.e., taxable reimbursements or other fringe benefits.)

2. Compensation shall be based on:

- a. the Plan Year.
- b. the Fiscal Year ending with or within the Plan Year.
- c. the calendar year ending with or within the Plan Year.

3. However, for an Employee's first year of participation, Compensation shall be recognized as of:

- a. the first day of the period selected in 2. above.
- b. the Participant's Effective Date of Participation (Section F.3.).

4. In addition, Compensation shall include compensation that is not currently includible in the Participant's gross income (salary reduction amounts) by reason of the application of Code Sections 125, 402(g)(3) or 457, and 132(f)(4).

- a. Yes
 - (i) Code Section 125 elective deferrals will include deemed Code Section 125 compensation.
 - (ii) Code Section 125 elective deferrals will not include deemed Code Section 125 compensation.

- b. No

5. Compensation for purposes of calculating contributions to the Plan will be determined:

- a. on an annual basis.
- b. on a payroll period basis (must also check (i) or (ii) below)
 - (i) Contributions will be adjusted, if necessary, to meet the Plan formula on an annual basis.
 - (ii) Contributions will not be adjusted to meet the Plan formula on an annual basis.

I. TRANSFERS AND ROLLOVERS FROM OTHER EMPLOYER PLANS (Plan Section 4.06) will be allowed

- 1. No
- 2. Yes, for Participants only.
- 3. Yes, for all Employees. (Must be selected for plans which intend to accept transfers or rollovers from Code Section 414(k) accounts under defined benefit plans for all Employees, regardless of their status as Participants.)

If option 2. or 3. is chosen:

Distributions from a Participant's Rollover Account may be made at any time, even if there is no distributable event which permits a distribution of other accounts.

- a. No
- b. Yes

J. VESTING. (Plan Section 6 04(b)).

1. The vesting schedule(s) for Employer contributions (other than those described in G.1., G.3.b. or G.3.c.), based on number of Years of Service (or twelve month Periods of Service, if Elapsed Time) shall be as follows:

Employer contributions (other than matching):

Employer Matching Contributions (if different):

a. 100% immediate

a. 100% immediate

b. _____ - Year Cliff (not to exceed 15 years)

b. _____ - Year Cliff (not to exceed 15 years)

c. Graded:
Years of Service
(not to exceed 15)

Vesting Percentage

1	0%
2	20%
3	40%
4	60%
5	80%
6	100%

c. Graded:
Years of Service
(not to exceed 15)

Vesting Percentage

_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

2. In determining Years of Service or Periods of Service for vesting purposes, the following service shall be EXCLUDED:

- a. N/A. All Years of Service or Periods of Service shall be counted
b. Service prior to the Effective Date of the Plan or a predecessor plan
c. Service prior to the time an Employee attained age 18.

3. Vesting Upon Death

- a. 100% vesting, or
b. apply vesting schedule

4. Vesting Upon Disability

- a. 100% vesting, or
b. apply vesting schedule

K. NORMAL RETIREMENT AGE; EARLY RETIREMENT AGE.

1. NORMAL RETIREMENT AGE ("NRA") means:

- a. attainment of age 65 (not to exceed 65).
b. the later of attainment of age _____ (not to exceed 65) or the _____ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.

2. EARLY RETIREMENT AGE ("ERA") means:

- a. No Early Retirement provision.
b. attainment of age _____ (not to exceed 65).
c. the later of attainment of age _____ (not to exceed 65) or the _____ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
d. the later of attainment of age _____ (not to exceed 65) or completion of _____ (not to exceed 10) Years of Service or _____ (not to exceed 120) Months of Service.

L. DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT (Plan Section 6.04(a)). Distributions upon termination of employment shall not be made unless the following conditions have been satisfied:

1. N/A. Immediate distributions may be made at Participant's election.
2. The Participant has incurred _____ (not to exceed five (5)) 1-Year Break(s) in Service.
3. The Participant has reached Early or Normal Retirement Age.
4. Distributions may be made at the Participant's election on or after the Anniversary Date following termination of employment.

M. RESTRICTIONS ON FORM OF DISTRIBUTIONS (Plan Sections 6.05 and 6.06) If the Employer has designated one or more annuity contracts as eligible investments under the Plan, distributions under the Plan may be made in the form of an annuity. In all cases, distributions under the Plan may be made:

1. in lump sums.
2. in lump sums or installments.

N. INVOLUNTARY DISTRIBUTIONS

An immediate distribution of a terminated Participant's Vested Interest in the Plan may be made without the consent of the Participant.

1. No.
2. Yes, but only if the Participant's Vested Interest does not exceed \$1,000.
3. Yes, regardless of the amount. Employer must select an IRA provider for automatic rollovers. See Plan Section 6.05(b). Note: If any portion of the Participant's Vested Interest is attributable to contributions for Part-time, Seasonal or Temporary Employees under Section G.3.b, distribution may not be made without the Participant's consent if the Participant's Vested Interest is greater than the cash out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution.

O. LOANS TO PARTICIPANTS (Plan Section 11.01)

Loans to Participants shall be made:

1. No (must be selected for plans that select G.3.b.)
2. Yes, for any reason
3. Yes, but only on account of hardship or financial need

P. DIRECTED INVESTMENT ACCOUNTS (Plan Section 4.09) are permitted for the interest in any one or more accounts:

1. Yes, but subject to the following restrictions
 - a. No restrictions apply.
 - b. Only if accounts are 100% vested.
2. No

Q. DOMESTIC RELATIONS ORDERS (Plan Section 6.12) Distributions to an "alternate payee" may be made prior to the time when the Participant is entitled to a distribution under the terms of the Plan:

1. No
2. Yes

RESTRICTIONS ON USE OF ADOPTION AGREEMENT: This Adoption Agreement may be used solely in conjunction with the VALIC Retirement Services Company Governmental Volume Submitter Plan (the Basic Plan Document). The Adoption Agreement and the Basic Plan Document together constitute the "volume submitter document" that is being adopted by the Employer.

APPROVAL BY VOLUME SUBMITTER PRACTITIONER REQUIRED: This volume submitter specimen document may be adopted only with the approval of the Volume Submitter Practitioner identified in Section A above. However, the adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors. The Volume Submitter Practitioner will inform the adopting Employer of any amendments made to the volume submitter document, or of the discontinuance or abandonment of the volume submitter document.

RELIANCE ON VOLUME SUBMITTER PLAN: The adopting Employer may rely on an advisory letter issued to the Volume Submitter Practitioner by the Internal Revenue Service as evidence that the plan is qualified under Code Section 401 only if (1) the Employer's plan is identical to a volume submitter specimen plan with a currently valid favorable advisory letter, (2) the Employer has chosen only options permitted under the Adoption Agreement portion of the specimen document, (3) the Employer has followed the terms of the plan, and (4) all other conditions of section 19 of Revenue Procedure 2005-16 have been satisfied.

The Employer may not rely on an advisory letter in certain circumstances or with respect to certain qualification requirements as described in section 19 of Revenue Procedure 2005-16. For example, the Employer may not rely on the advisory letter with respect to the requirements of Section 415 if the Employer maintains or has ever maintained another plan covering some of the same participants. In those circumstances where an Employer is not permitted to rely on an advisory letter issued to the Volume Submitter Practitioner, either generally or with respect to a particular qualification requirement, the Employer may choose to apply to the Internal Revenue Service for a determination letter.

CAUTION: This volume submitter document has been designed for use solely by Employers that are state or local governmental entities. As such, it is designed solely for "governmental plans" that are exempt from Title I of ERISA and certain provisions of the Internal Revenue Code that otherwise apply to qualified plans. However, there may be restrictions under state or local law on a governmental Employer's right to establish its own qualified plan (or on the types of provisions that may be included in such plan). The Employer should consult with legal counsel to verify that the establishment of this plan (or the specific provisions elected in this Adoption Agreement) are not contrary to existing state law. Neither the Volume Submitter Practitioner nor its employees or representatives are authorized to provide legal or tax advice to the Employer or its employees or representatives. Failure to properly complete this Adoption Agreement may result in disqualification of the plan.

Signed this _____ day of _____, 20_____.

Name of Employer: Town of Lake Park

Signed: _____

Printed name and title: _____

Name of Trustee*: _____

Signed: _____

Printed name and title: _____

Name of Co-Trustee*: _____

Signed: _____

Printed name and title: _____

Mailing Address of Trustee(s)*:

Approval of Volume Submitter Practitioner: The Employers' adoption of this volume submitter document is approved by the Volume Submitter Practitioner, VALIC Retirement Services Company.

By: _____

Name: _____

Title: _____

Date: _____

**APPENDIX A
SPECIAL EFFECTIVE DATES**

Pursuant to Section 7.01(a) of the Basic Plan Document, the Employer may specify or change the effective date of one or more provisions of the Adoption Agreement by completing this Appendix A. The Employer may wish to specify one or more special effective dates if, for example, (i) certain Plan provisions will not be effective until a later date, or (ii) the Plan is being restated for EGTRRA (retroactive to the first Plan Year beginning on or after January 1, 2002, or the original effective date of the Plan, if later), and special effective dates are needed to reflect discretionary amendments to the Plan since that date. However, no special effective date may be earlier than the Effective Date (or the Restated Effective Date, in the case of a restatement) of the Plan, and no special effective date shall result in the delay of a Plan provision beyond the permissible effective date under any applicable law. For periods prior to the special effective date(s) specified below, the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions.

Special Effective Dates. The following special effective dates apply: (select a. or all that apply)

- a. **N/A.** The Employer is not electing any special effective dates.
- b. **Eligibility Requirements.** The Eligibility and/or Entry Date provisions in Section F. are effective: _____
- c. **Contributions and Forfeitures.** The Contribution and/or Forfeiture provisions in Section G. are effective: October 1, 2008
- d. **Compensation.** The Compensation provisions in Section H. are effective: _____
- e. **Vesting.** The Vesting provisions in Section J. are effective: _____
- f. **Other special effective date(s):** The Involuntary Distribution provision in Section N. and the Normal Retirement Age definition in Section 1.22 of the VALIC Retirement Services Company Governmental Volume Submitter Plan are effective October 1, 2010 or as soon thereafter as administratively feasible.

PARTICIPATION AGREEMENT

[X] Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. **EFFECTIVE DATE.** (Note: The Effective Date for a new Plan or the Restated Effective Date for a restated plan cannot be earlier than the first day of the Plan Year in which this plan or restatement is adopted. The Restated Effective Date must not be earlier than January 1, 2002. Restatements for the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) should be the first day of the Plan Year beginning on or after January 1, 2002. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

The effective date of the Plan for the Participating Employer is: _____.

2. **NEW PLAN/RESTATEMENT.** The Participating Employer's adoption of this Plan constitutes: *(Choose one of (a) or (b))*

- a. The adoption of a new plan by the Participating Employer.
- b. The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: _____ and having an original effective date of: _____.

3. **PREDECESSOR EMPLOYER SERVICE.** In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: *(Choose one or more of (a) through (e) as applicable)*

- a. Eligibility.
- b. Vesting.
- c. Contribution Accrual.
- d. Early Retirement Age.
- e. Normal Retirement Age.

Name of Plan:

Name of Participating Employer:

Signed: _____

Name: _____

Title: _____

Date: _____

Participating Employer's EIN: _____

Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.

Name of Signatory Employer: _____

Name(s) of Trustee: _____

Signed: _____

Signed: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

[Note: Each Participating Employer must execute a separate Participation Agreement.]

TAB 3

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

Meeting Date: September 16, 2009

Agenda Item No.

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Resolution Authorizing the Town Manager to Execute the Renewal Quotation from the Florida League of Cities Florida Municipal Insurance Trust for Property, Inland Marine, General Liability, Automobile, Workers' Compensation and Crime Insurance Coverage and from Fidelity National Property and Casualty Insurance Company for Flood Insurance for the Marina Primary Building for FY 2010

RECOMMENDED MOTION/ACTION: Adoption of Resolution

Approved by Town Manager

W. Davis

Date:

9/10/09

Randy McPherson
Name/Title *HR Director*

9/9/09
Date of Actual Submittal

Originating Department: Human Resources	Costs: \$ 243,669 Funding Source: Acct. # Various as funded in FY 2009/2010 budget	Attachments: Copy of Resolution and Gehring Group Property & Casualty & Workers' Compensation Renewal Recommendation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <i>AWC 9/9/09</i>	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Human Resources <i>BMT</i> <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <i>BMT</i> OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

RESOLUTION NO. 40-09-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO A EXECUTE THE RENEWAL QUOTATION FROM THE FLORIDA LEAGUE OF CITIES FLORIDA MUNICIPAL INSUARANCE TRUST FOR PROPERTY, INLAND MARINE, GENERAL LIABLITY, AUTOMOBILE, WORKERS' COMPENSATION AND CRIME INSURANCE COVERAGE AND FROM FIDELITY NATIONAL PROPERTY AND CASUALTY INSURANCE COMPANY FOR FLOOD INSURANCE FOR THE MARINA PRIMARY BUILDING; 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, inland marine, general liability, automobile, workers' compensation, and crime insurance coverage and for flood insurance coverage for the Marina primary building for Fiscal Year 2010; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Property and Casualty and Workers' Compensation Renewal Recommendation effective October 1, 2009 presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, for the provision of property, inland marine, general liability, automobile, workers' compensation, and crime insurance coverage through the Florida League of Cities Florida Municipal Insurance Trust and flood insurance coverage on the Marina primary building through Fidelity National Property and Casualty Insurance Company; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2010.

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 execute the renewal quotation for property, inland marine, general liability, automobile, workers' compensation, and crime insurance coverage through the Florida League of Cities Florida Municipal Insurance Trust and flood insurance coverage on the Marina primary building through Fidelity National Property and Casualty Insurance Company as outlined in the attached **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.



Town of Lake Park
Property & Casualty &
Workers' Compensation
Renewal Recommendation
Effective Date: October 1, 2009

The Town of Lake Park has continued to renew their property and casualty insurance program with the Florida League of Cities/ Florida Municipal Insurance Trust since October 1, 2005. With the 2009/2010 property renewal, the Florida Municipal Insurance Trust Board of Trustees has approved an \$8,000,000 return of premium for members in good standing that had their property coverage with the Trust during FY 2007/2008. Along with the return of premium, the property, general liability and workers' compensation premiums decreased as well as a decrease in the Town's workers' compensation experience modification. Florida Municipal Insurance Trust provided the following renewal quotation for fiscal year 2009/2010.

PROPERTY, INLAND MARINE, GENERAL LIABILITY, AUTOMOBILE

The incumbent provider for Property, Inland Marine, General Liability, and Automobile coverage is the Florida Municipal Insurance Trust (FMIT) administered through the Florida League of Cities. Regarding Property, the FMIT renewal quotation is \$ 91,166 based upon a Total Insured Value (TIV) of \$14,075,095. The expiring premium is \$152,936 based upon a TIV of \$13,726,845. Inland Marine coverage is included in the FMIT property quotation and covers items such as heavy equipment and small boats. The renewal quotation represents a decrease in premium of \$ 61,770 below the expiring premium with a deductible of \$5,000 for All Other Perils. The Windstorm deductible remains unchanged at 5% of the Total Insured Value per building, per location, per occurrence, subject to the policy deductible or whichever is greater. Based upon property premiums paid in 2008/2009 the Town can expect to receive a minimum return of premium in the amount of \$29,704. The return of premium will be applied as a credit on the 2009/2010 second installment payment.

FMIT, as the incumbent provider for General Liability, Public Officials Liability/Employment Practices Liability, offers a renewal quote of \$39,850, a 0.87% decrease from the current year's premium of \$40,596. FMIT also provided a renewal quotation for Automobile coverage with a

1.42% decrease in premium for both liability and physical damage. The 2009/2010 quotation is \$32,039 versus the current premium of \$32,501.

WORKERS' COMPENSATION

FMIT is also the incumbent carrier for the Town's workers' compensation program and has provided a renewal quotation of \$93,922, a decrease of 25.77% from the expiring premium of \$126,536. The Town's experience modification factor decreased from a 1.60 to a 1.35 for the coming year. This reduction is due in part to the claims from FY 04-05 being removed from the overall claims experience calculation. The rates issued by the National Council on Compensation Insurance (NCCI) and utilized by The FMIT for each class code have also experienced decreases which will apply the renewal quotation. The FMIT continues to offer the Town standard credits for maintaining and enforcing a Drug Free Workplace (5%) and Safety Program (2%) in addition to their standard Incentive Credit. The Gehring Group continues to work with staff to review trends, conduct safety programs and establish programs which over time will help to decrease the experience medication factor to an acceptable level.

CRIME

Coverage with the FMIT includes an honesty blanket bond with a limit of \$50,000. This type of bond protects the Town from employee dishonesty. The Town also has theft, disappearance and destruction coverage with a limit of \$10,000. These coverages' are included in the Property Coverage offered by the FMIT. In addition, the Town has a position schedule bond for the Finance Director and Town Manager.

FLOOD

Flood coverage is purchased through Fidelity National, separate from the FMIT package. The flood policy covers the primary building at the Marina which holds offices and the ship store. The policy renewal was slightly higher than last year with an increase of .33%.

SUMMARY

- *The Gehring Group recommends that the Town of Lake Park place its' Property, Inland Marine, General Liability, Automobile, Workers' Compensation and Crime coverage's with the FMIT and Flood with Fidelity for a combined premium of \$273,373. This recommendation represents an overall decrease to the Town of - 26.94%, or -\$100,660 from the expiring premiums, when the return of premium is taken into account.*

**TOWN OF LAKE PARK
PROPERTY & CASUALTY RENEWAL EVALUATION
2009 - 2010 PLAN YEAR**



Coverage Type	CURRENT FMIT			RENEWAL FMIT			% + or -
	Deductible	Liability Limits	Premium	Deductible	Liability Limits	Premium	
Property, Inland Marine & Equipment Breakdown	\$ 5,000	\$ 13,726,845	\$ 152,936	\$ 5,000	\$ 14,075,095	\$ 91,166	-40.39%
Flood	\$ 1,000	\$ 500,000	\$ 2,739	\$ 1,000	\$ 500,000	\$ 2,748	0.33%
General Liability	\$ 25,000	\$2,000,000	\$ 26,315	\$ 25,000	\$2,000,000	\$ 24,413	-7.23%
Stop Loss Deductible	\$ 75,000			\$ 75,000			
Public Official Liability & Employment Practices Liability	\$ 25,000	\$ 1,000,000	\$ 14,281	\$ 25,000	\$ 1,000,000	\$ 15,437	8.09%
Auto Liability	\$ 25,000	\$ 2,000,000	\$ 32,501	\$ 25,000	\$ 2,000,000	\$ 32,039	-1.42%
Stop Loss Deductible	\$ 75,000			\$ 75,000			
Personal Injury Protection	N/A	\$ 10,000	Included	N/A	\$ 10,000	Included	
Medical Payments	N/A	\$ 5,000	Included	N/A	\$ 5,000	Included	
Uninsured Motorists	N/A	\$ 20,000	Included	N/A	\$ 20,000	Included	
Physical Damage Comprehensive Coverage	N/A	Per Schedule	Included	N/A	Per Schedule	Included	
Physical Damage Collision Coverage	N/A	Per Schedule	Included	N/A	Per Schedule	Included	
Stop Loss Deductible							
Crime Coverage							
Employee Dishonesty Coverage	\$ 1,000	\$ 10,000	Included	\$ 1,000	\$ 10,000	Included	
Theft, Disappearance, Destruction	\$ 1,000	\$ 10,000	Included	\$ 1,000	\$ 10,000	Included	
Position Schedule Bond*	\$ 1,000	\$ 200,000	\$ 761	\$ 1,000	\$ 200,000	\$ 799	4.97%
Workers' Compensation	First Dollar Coverage	\$ 1,000,000	\$ 126,536	First Dollar Coverage	\$ 1,000,000	\$ 93,922	-25.77%
Modification Factor	1.60			1.35			
Annual Premium Sub Total:			\$ 356,069			\$ 260,524	
Gehring Group Administrative Services Fee:			\$ 17,629			\$ 12,849	
Total Net Premium:			\$ 373,698			\$ 273,373	
Minimum Return of Premium:			\$ (29,369)			\$ (29,704)	
Grand Total:			\$ 344,329			\$ 243,669	
\$ Increase or (decrease)						\$ (100,660)	
% Increase						-26.94%	

Property Deductible : Locations greater than 1/2 mile from Coastal Waters; Named Storm Deductible 5% of value per building/per location/per occurrence subject to policy deductible or whichever is greater.

*Position Schedule Bond renews on December 6, 2009. A 5% increase has been added for budget purposes only.

Return of Premium: Based on the property premiums paid in 2007-2008 the Town of Lake Park can expect at least \$29,704 in return of Premium should they elect to renew coverages for the 2009-2010 policy year.

TAB 4

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

Meeting Date: September 16, 2009

Agenda Item No. 4

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Authorization to reserve unspent capital funds in the amount of \$20,000 for capital improvements next fiscal year.

RECOMMENDED MOTION/ACTION: Motion to approve.

Approved by Town Manager W. Davis Date: 9/10/09
Anne M. Costello 9/19/09
 Name/Title Finance Director Date of Actual Submittal

Originating Department: Finance	Costs: \$ _____ Funding Source: Acct. # _____	Attachments: _____ _____
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input 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 _____: Please initial one.

Summary Explanation/Background: Funds in the amount of \$20,000 were provided in the Fiscal Year 2008/2009 for the replacement/repair of the roof at the Library and have not been spent as of this date. In order to make those funds available for use next fiscal year, for necessary capital improvements, it is necessary for the Town Commission to reserve those funds prior to year end.

TAB 5

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

Meeting Date: **September 16, 2009**

Agenda Item No. **5**

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

SUBJECT: Solid Waste Authority of Palm Beach County – Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and for a Municipal Revenue Sharing Recycling Program

RECOMMENDED MOTION/ACTION: Approve and authorize Mayor to sign Interlocal Agreement

Approved by Town Manager *M. K. Arnold* Date: *9/10/09*

Michael K. Arnold, Public Works Director *MA* *9/4/09*
 Name/Title Date of Actual Submittal

Originating Department: Public Works	Costs: \$ None Funding Source: Acct. #	Attachments: SWA Cover Letter Interlocal Agreement – Two (2) Originals
Department Review: <input type="checkbox"/> Community Affairs ____ <input type="checkbox"/> Community Development ____ <input checked="" type="checkbox"/> Finance ____	<input type="checkbox"/> Fire Dept ____ <input type="checkbox"/> Grants ____ <input type="checkbox"/> Human Resources ____ <input type="checkbox"/> Library ____ <input type="checkbox"/> Marina ____	<input type="checkbox"/> PBSO ____ <input type="checkbox"/> Public Works ____ <input checked="" type="checkbox"/> Town Attorney ____ <input type="checkbox"/> Town Clerk ____ <input checked="" type="checkbox"/> Town Manager ____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

On March 12, 2008, the Town approved merging and extending the term of the then existing two interlocal agreements with the Solid Waste Authority of Palm Beach County (SWA), i.e., a Recycling Agreement and a Municipal Solid Waste Agreement, into a single combined interlocal agreement to be effective until 2013.

The Town currently receives revenue from SWA for our commercial recyclables, but it does not currently receive any revenue from our residential recyclables. However, the SWA recently approved a residential recyclable revenue share program for municipalities. The subject new interlocal agreement merely revises the current agreement to provide for this revenue sharing. With the exception of establishing a new termination date of 2014, all other provisions are unchanged.

The Town currently generates an estimated 360 tons of residential recyclables per year. The SWA reports that at the current market rates this would generate approximately \$4800 per year for the Town, which SWA would pay to the Town on a quarterly basis (approximately \$1200 per quarter). Of course, this would vary with changes in the recyclables market.

There is no downside to the Town from entering into this revised interlocal agreement. Indeed, it will generate some new revenue for FY 2009/2010 at no additional expense to the Town. Therefore, staff recommends approval.



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

August 2009

Dear Municipal Partner,

The Solid Waste of Palm Beach County (SWA) Board has approved a recyclable revenue share program for our municipal partners. The program will become effective October 1, 2009 or immediately following the execution of the attached new Interlocal Agreement (ILA), if later.

With the exception of the addition of the recyclable revenue share program, the new ILA is very similar to the previous one approved last year.

Following your review and approval, the new ILA will replace our previously executed ILA.

Should you have any questions or would like to meet with our staff please contact me at (561) 697-2700, ext. 4725 or 866-792-4636, ext. 4725 toll-free to schedule a meeting.

We look forward to continuing our partnership and providing our customers the highest level of services at the lowest rate possible.

Thank you for your continued support.

Sincerely,

John Archambo, Director
Customer Relations

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE
TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING
RECYCLING PROGRAM**

THIS AGREEMENT, made and entered into this 26 day of August, 2009 by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **TOWN OF LAKE PARK**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; and

WHEREAS, Chapter 403, Part IV, *Florida Statutes* encourages counties to enter into Interlocal Agreements with municipalities to establish recycling programs and carry out recycling activities; and

WHEREAS, the CITY desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; and

WHEREAS, the CITY provides for the collection of Solid Waste from the residents and businesses and Residential Recovered Materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of Solid Waste and Residential Recovered Materials; and

WHEREAS, the CITY wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of Solid Waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

WHEREAS, the Authority and City wish to enter into this Interlocal Agreement to set out the terms of this coordinated program;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the CITY, its constituents and the Authority, it is agreed as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the delivery of municipal Solid Waste to Designated Facilities and for the operation of a recycling

program between the Authority and the CITY in this combined agreement which upon execution by both parties shall automatically rescind the **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.

2. Delivery

The CITY agrees that all Solid Waste and Residential Recovered Materials collected by or on behalf of the CITY shall be disposed of at a Designated Facility in accordance with this Agreement.

3. Information

The CITY agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the CITY's Solid Waste and Residential Recovered Materials are being delivered to a Designated Facility.

4. Revenue Sharing

The Authority agrees to pay the CITY a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the CITY on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. Net Revenues are defined as Recovered Residential Materials Revenue less Processing Cost. The Net Revenue distribution formula will be based on Equivalent Residential Units (ERU's) serviced by the CITY in relation to the total number of these units for all county municipalities less the ERU's serviced by participating Self Haul Cities or on the actual amount delivered for municipalities that haul their own material. (see Ex. A.)

5. Facility Availability

The Authority agrees to maintain its disposal facilities to ensure adequate capacity for the CITY's Solid Waste and Residential Recovered Materials and to operate within all applicable local, state and federal environmental guidelines.

6. Compliance with Zoning Ordinances

Any transfer and/or disposal of Solid Waste and Residential Recovered Materials shall be undertaken in a location suitable and adequate for such activity and shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations.

The CITY further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

7. Collection of Recyclable Material

Individual residents/homeowners shall be encouraged by the CITY to separate their Solid Waste into Recyclable Material and non-Recyclable Material. Each residential unit or combination of units will receive the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Residential Recovered Materials will be deposited.

The Authority retains the right to modify the manner in which materials are set out for collection with proper notice to the CITY.

The Authority reserves the right to add or delete allowable Recyclable Materials and when doing so will provide the City with sufficient notice to make those changes.

8. Commercial Recycling Revenue Share

As a further incentive for the CITY to actively pursue commercial recycling, the Authority and the CITY may enter into a separate agreement to provide for payment to the CITY for certain high quality separated materials. Types of commercial recyclable materials eligible for payment shall be determined by the Authority.

9. Improperly Prepared Residential Recovered Materials

The City will make every reasonable effort to ensure that the collector picks up all Residential Recovered Materials and delivers Acceptable Loads to a Designated Facility.

As a means of strengthening the CITY's ability to have its collector fulfill the CITY's recycling needs, the CITY agrees to notify and consult with the Authority when preparing the CITY's future request for collection franchise bids.

It shall be the responsibility of the CITY or its collector to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem persists, the CITY shall notify the Authority, who shall then assist the CITY in resolving the problem.

10. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. The Authority will periodically replace these containers at its cost to allow for normal wear and tear.

It is the CITY's responsibility to make sure it or its collection contractor has equipment compatible to provide proper collection of these recycling containers without damage. The CITY or its collection contractor shall be responsible for replacement of any recycling container(s) damaged during service at no additional cost to the Authority.

12. Unacceptable Loads

In the event that a load of supposed Residential Recovered Materials delivered to a Designated Facility when dumped contains:

- 1) In total less than 88% by volume Recyclable Material or
- 2) the Container Recyclable Material load contains less than 88% Container Recyclable Material or
- 3) the Fiber Material load contains less than 95% Fiber Material, then

it shall be deemed an Unacceptable Load and the Authority has the right to reject the load and to charge the City the full disposal fee for each ton within the load. In the event that the same vehicle delivers subsequent Unacceptable Loads, the City shall also be penalized a base fine of \$250 times the number of offenses (Example: fourth offense = \$1,000.00).

13. Promotion and Education Responsibilities

The Authority will provide recycling bins/containers and assist in promoting and educating residents within the CITY in an effort to work together and increase recyclable tonnages.

14. Scavenging

The CITY will take such action as is necessary and reasonable to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the CITY.

15. Term

This Agreement shall begin on the later of its effective date or October 1, 2009 and continue through September 30, 2014 and shall automatically be renewed for successive five (5) year periods. Either party may terminate this agreement on any renewal date by

providing written notice to the other party by the preceding April 30th. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

16. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

17. Notices.

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the Authority:	For the CITY:
Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	Town of Lake Park 535 Park Avenue Lake Park, FL 33403 Attention: Town Manager

18. Severability

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the later of October 1, 2009 or the day and year first above written:

As to the Authority:

WITNESSES:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Mark Hammond, Executive Director

ATTEST:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Sandra J. Vassalotti, Clerk to the Authority

As to the CITY:

ATTEST:

(Affix Municipal Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Legal Counsel
Solid Waste Authority of Palm Beach County

Date: _____

Date: _____

Recovered Materials Revenue Sharing Program

Definitions:

Acceptable Load – Any load of otherwise Residential Recovered Material that contains no Prohibited Material and a minimum of 88% Recyclable Material in total, the containerized material component contains a minimum of 88% Container Recyclable Material and the fiber component contains a minimum of 95% Fiber Material.

Acceptable Material – Container Material and Fiber

Container Recyclable Material – Includes aluminum cans, foil and pans; aseptic containers; gable-topped containers; glass bottles and jars (green, brown and clear); and plastic containers # 1 - #7 (except Styrofoam). Upon commencement of operation of the new RMPF (est. 10/09) steel cans may be added to this category.

Combined Haul City – A political subdivision that has executed this Agreement and delivers its Residential Recovered Materials to the Authority along with Residential Recovered Materials collected from residential properties from other political subdivisions participating in the Revenue Sharing program.

Designated Facility – The Authority's RMPF, RMRF, any SWA owned and operated transfer station or any other facility specifically authorized by the SWA.

Equivalent Residential Unit (ERU) – Single Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal .75 ERUs.

Fiber Material – Includes newspapers (including inserts); magazines and catalogs; phone books; corrugated cardboard; and kraft bags. Upon commencement of operation of the new RMPF (est. 10/09) Residential Mixed Paper may be added to this category.

Net Revenue – Recovered Residential Materials Revenue minus Processing Cost

Processing Cost – RMPF Operator's Fee

Prohibited Material – Hazardous, medical or biological waste

Recyclable Material – Includes Container Recyclable Material and Fiber

Residential Mixed Paper – Includes cereal boxes and junk mail

Recovered Residential Materials Revenue – Total earned revenue from the sale of Residential Recovered Materials

Residential Recovered Materials – Acceptable Materials collected from residential units less Unacceptable Materials and Prohibited Materials delivered to the Authority's Designated Facilities

Revenue Share – Approved percentage to be applied to Net Revenue for payment to participants. The minimum shall be 50%.

Recovered Materials Processing Facility (RMPF) – A new facility that will replace the RMRF. Estimated date of operation is 10/1/2009.

Residential Materials Recycling Facility (RMRF) – The existing Residential Materials Recycling Facility. A replacement facility (RMPPF) is under construction and expected to be operational on or about October, 2009.

Self Haul City – A political subdivision that has executed this Agreement and collects its own Residential Recovered Materials and no other material and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials and no other material on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

Solid Waste - Solid waste means garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

Unacceptable Material – Any material other than Acceptable Material and Prohibited Material

Revenue Share Calculations

The Net Revenues to be shared will consist of the Recovered Residential Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage (minimum 50%) to set the program price to be paid for the quarter.

Each participating municipality will either be classified as a Self Haul City or a Combined Haul City. Self Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to an approved facility. The others will share the balance of those revenues in proportion with their total ERU's serviced in comparison to the totals for all cities in Palm Beach County except the Self Haul Cities.

Participating entities will be required to sign an ILA that automatically renews at the end of each term. Either party may terminate the ILA early effective any renewal date with a minimum of five months notice.

The Authority will continue to provide the necessary bins and ongoing education and advertising as provided in this Agreement.

TAB 6

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

Meeting Date: **September 16, 2009**

Agenda Item No. **6**

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

SUBJECT: Continuation of Current Janitorial Services Contract with Sparkle Team for Town Hall, Public Works and Lake Shore Park Restrooms.

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager

Michael K. Arnold

Date:

9/10/09

Michael K. Arnold / Public Works Director
Name/Title

MA

September 10, 2009
Date of Actual Submittal

Originating Department: Public Works	Costs: \$14,988.00 Funding Source: FY 2009/2010 Acct. # 408-34000	Attachments: Contract
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

The subject janitorial services were advertised for bids for the current FY2008/2009, and ST Franchising Systems, LLC, d/b/a/ Sparkle Team, submitted the lowest responsive bid and was awarded a one year contract, the term of which expires on September 30, 2009.

In contrast to significant performance problems that the Town experienced with prior janitorial service firms, Sparkle Team has provided fully satisfactory services during the course of their current contract with the Town. In recognition of that, it would be in the best interest of the Town to consider retaining their services, particularly since they have agreed to the same terms and

conditions as are currently in effect, including agreement to provide their services with no price increase. Further, they have agreed to a three-year contract term beginning on October 1, 2009.

Given these factors, staff recommends that the Town Commission consider approval of the subject continuing Janitorial Services Contract with Sparkle Team for the Town Hall, Public Works and Restrooms at the Lake Shore Park for a term of three years commencing on October 1, 2009, at an annual cost of \$14,988.00, equating to \$44,964.00 for the three year period.

**SparkleTeam Cleaning Services
Terms Of Service**

Town of Lake Park (hereafter "Client") hereby accepts the proposal of ST Franchising Systems, LLC d/b/a SparkleTeam, of 7805 NW Beacon Square Blvd, Suite 205, Boca Raton, FL 33487, to arrange commercial cleaning services for the property identified below. SparkleTeam will require a set of keys for the service provider to provide the services as described in the attachment or referenced document, the terms of which are incorporated herein by reference. If these Terms are attached as an addendum to another agreement, then notwithstanding any provisions in such other agreement to the contrary, both parties explicitly agree that in case of conflict, the Terms of this Addendum shall prevail. The Terms hereof shall also apply to any future services you may request.

1. The fees payable to SparkleTeam are as outlined on the attached Pricing Addendum, which is part of this Agreement. Those fees exclude sales tax, unless explicitly stated otherwise. The services will be performed after business hours, which are defined as between 6 PM and 6 AM, unless requested otherwise.
2. Invoices are submitted monthly with Net 30 payment terms. A late charge of 1.5% per month (18% per annum), with a minimum of \$5, will be assessed on all past due amounts. Services may be suspended or terminated, without notice, if there is a past due balance on any open invoice. Further, Client agrees to pay reasonable collections, court and attorney fees incurred in our attempt(s) to collect any past due balance.
3. The Term of this Agreement is for three (3) years, beginning October 1, 2009 and ending September 30, 2012. Unless a 30-day written termination notice is given by either party, the contract will automatically become effective for one (1) additional year. SparkleTeam reserves the right to adjust the service charge(s) upon 30-days written notice due to changes in the occupied square footage, utilization, or cleaning frequency of the premises, or labor or insurance rates. Unless we receive written notice to the contrary within the 30-day notice period, Client will be deemed to have accepted such price adjustments. If Client rejects such price changes, SparkleTeam has the right to cancel this Agreement with immediate effect. Client agrees to give prior written notice to SparkleTeam if there are changes in the areas or square footage Client desires to have serviced; SparkleTeam cannot provide retroactive credits. Once services have started, these Terms shall apply, even if this Agreement has not been signed by you. Any modifications of these Terms must be confirmed in writing by both parties.
4. All commercial cleaning services will be performed in a satisfactory manner as specified in the attached proposal/scope of work. In the event of non-performance, Client shall first give written notice to SparkleTeam, and allow SparkleTeam fifteen (15) days from receipt to have the deficiencies corrected or cured. If the deficiencies have not been corrected at the end of the 15 day cure period, Client may terminate this Agreement by giving SparkleTeam 30 day's written notice by certified mail. **WARRANTY EXCLUSION: SPARKLETEAM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES.**
5. SparkleTeam shall have the right at any time to assign this Agreement to any of its franchisees.
6. If Client, directly or indirectly, employs or contracts with any current or former SparkleTeam employees, Franchisees, or any of Franchisee's employees during the term of this contract, or for one hundred eighty (180) days after expiration or termination of this Agreement, and without SparkleTeam's written consent, Client agrees to pay SparkleTeam a one-time Recruiter's Finder's Fee of \$10,000 (ten thousand dollars) regardless of the duration, type or nature of such employment or contract.

Client: Town Hall of Lake Park, Public Works and
Lake Shore Park Restrooms
(Company's legal name)

Address: 535 Park Avenue,
(Street name, Suite)
Lake Park, FL 33403
(City, State, ZIP)

Authorized Representative:
(Printed Name)

Title:
Title

Date: _____
(Signature date)

Signature: _____

Billing Address: Merry Catusus
(Contact)
The Town of Lake Park Finance Dept.
535 Park Ave,
(Suite No., Street)

Lake Park, FL 33403
City, ST, ZIP

Billing Telephone:

Billing Fax:

Billing E-Mail:

Proj. Start Date: October 1, 2009

Service Location: Services will be provided at the locations
Indicated on the respective Pricing Detail Sheets

Note: All Fields Must Be Legibly Completed Before Contract Can Be Accepted.

Confidential & Proprietary to the Parties Named Herein



Pricing Addendum

Service: Janitorial Services - 5 Times Per Week Town Hall, Public Works, and Lake Shore Park Restrooms

Service Description: Cleaning fee is based on the indicated frequency per week or month, for general office areas, public areas, restrooms, elevators, and stairwells. It includes all labor, chemicals, and materials to meet the regular cleaning requirements indicated in the Scope of Work/Service Schedule. Changes in cleanable square footage due to move in/out must be communicated in writing and in advance; no retroactive credit can be provided. Fee excludes sales tax, unless otherwise stated, and is based on normal use of the indicated areas. (Please refer to the *Scope of Work* on page 7 in main proposal for additional Services and Requests included in this fee, if any).

Fee: Total monthly fee (with special discount): \$1,249. (One Thousand Two Hundred Forty-Nine Dollars). This fee is based on total Cleanable Square Footage (including any common areas) and is subject to any changes therein.

Service Location: Town Hall, Public Works & Lake Shore Park Restrooms, 535 Park Ave, Lake Park, FL 33403

Client Approval:	<input type="checkbox"/> Yes <input type="checkbox"/> No Client Initials→	

Quote ID: QUO-02178-7730/Castellón
Revision ID: 1
Quote valid until: Friday, October 30, 2009

Confidential & Proprietary to the Parties Named Herein

TAB 7

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

Meeting Date: **September 16, 2009**

Agenda Item No. 7

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

SUBJECT: Continuation of Current Janitorial Services Contract with Sparkle Team for Lake Park Library.

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager Michael K. Arnold

Date: 9/10/09

Michael K. Arnold / Public Works Director
Name/Title

September 10, 2009
Date of Actual Submittal

Originating Department: Public Works	Costs: \$15,108.00 Funding Source: FY 2009/2010 Acct. # 408-34000	Attachments: Contract
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____; Please initial one.

Summary Explanation/Background:

The subject janitorial services were advertised for bids for the current FY2008/2009, and ST Franchising Systems, LLC, d/b/a/ Sparkle Team, submitted the lowest responsive bid and was awarded a one year contract, the term of which expires on September 30, 2009.

In contrast to significant performance problems that the Town experienced with prior janitorial service firms, Sparkle Team has provided fully satisfactory services during the course of their current contract with the Town. In recognition of that, it would be in the best interest of the Town to consider retaining their services, particularly since they have agreed to the same terms and

conditions as are currently in effect, including agreement to provide their services with no price increase. Further, they have agreed to a three-year contract term beginning on October 1, 2009.

Given these factors, staff recommends that the Town Commission consider approval of the subject continuing Janitorial Services Contract with Sparkle Team for the Lake Park Library for a term of three years commencing on October 1, 2009, at an annual cost of \$15,108.00, equating to \$45,324.00 for the three year period.

**SparkleTeam Cleaning Services
Terms Of Service**

Town of Lake Park Public Library (hereafter "Client") hereby accepts the proposal of ST Franchising Systems, LLC d/b/a SparkleTeam, of 7805 NW Beacon Square Blvd, Suite 205, Boca Raton, FL 33487, to arrange commercial cleaning services for the property identified below. SparkleTeam will require a set of keys for the service provider to provide the services as described in the attachment or referenced document, the terms of which are incorporated herein by reference. If these Terms are attached as an addendum to another agreement, then notwithstanding any provisions in such other agreement to the contrary, both parties explicitly agree that in case of conflict, the Terms of this Addendum shall prevail. The Terms hereof shall also apply to any future services you may request.

1. The fees payable to SparkleTeam are as outlined on the attached Pricing Addendum, which is part of this Agreement. Those fees exclude sales tax, unless explicitly stated otherwise. The services will be performed after business hours, which are defined as between 6 PM and 6 AM, unless requested otherwise.
2. Invoices are submitted monthly with Net 30 payment terms. A late charge of 1.5% per month (18% per annum), with a minimum of \$5, will be assessed on all past due amounts. Services may be suspended or terminated, without notice, if there is a past due balance on any open invoice. Further, Client agrees to pay reasonable collections, court and attorney fees incurred in our attempt(s) to collect any past due balance.
3. The Term of this Agreement is for three (3) years, beginning on October 1, 2009 and ending September 30, 2012.. Unless a 30-day written termination notice is given by either party, the contract will automatically become effective for one (1) additional year. SparkleTeam reserves the right to adjust the service charge(s) upon 30-days written notice due to changes in the occupied square footage, utilization, or cleaning frequency of the premises, or labor or insurance rates. Unless we receive written notice to the contrary within the 30-day notice period, Client will be deemed to have accepted such price adjustments. If Client rejects such price changes, SparkleTeam has the right to cancel this Agreement with immediate effect. Client agrees to give prior written notice to SparkleTeam if there are changes in the areas or square footage Client desires to have serviced; SparkleTeam cannot provide retroactive credits. Once services have started, these Terms shall apply, even if this Agreement has not been signed by you. Any modifications of these Terms must be confirmed in writing by both parties.
4. All commercial cleaning services will be performed in a satisfactory manner as specified in the attached proposal/scope of work. In the event of non-performance, Client shall first give written notice to SparkleTeam, and allow SparkleTeam fifteen (15) days from receipt to have the deficiencies corrected or cured. If the deficiencies have not been corrected at the end of the 15 day cure period, Client may terminate this Agreement by giving SparkleTeam 30 day's written notice by certified mail. **WARRANTY EXCLUSION: SPARKLETEAM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES.**
5. SparkleTeam shall have the right at any time to assign this Agreement to any of its franchisees.
6. If Client, directly or indirectly, employs or contracts with any current or former SparkleTeam employees, Franchisees, or any of Franchisee's employees during the term of this contract, or for one hundred eighty (180) days after expiration or termination of this Agreement, and without SparkleTeam's written consent, Client agrees to pay SparkleTeam a one-time Recruiter's Finder's Fee of \$10,000 (ten thousand dollars) regardless of the duration, type or nature of such employment or contract.

Client: Town of Lake Park Public Library
(Company's legal name)

Address: 529 Park Avenue
(Street name Suite)

Lake Park, FL 33403
(City State, ZIP)

Authorized Representative:
(Printed Name)

Title: _____
Title

Date: _____ / _____ / _____
(Signature date)

Signature: _____

Billing Address: Merry Catusus
(Contact)
The Town of Lake Park Finance Dept.
535 Park Avenue
(Suite No., Street)

Lake Park, FL 33403
City ST, ZIP

Billing Telephone:

Billing Fax:

Billing E-Mail:

Proj. Start Date: October 1, 2009

Service Location: Services will be provided at the locations indicated on the respective Pricing Detail Sheets

Note: All Fields Must Be Legibly Completed Before Contract Can Be Accepted.

Confidential & Proprietary to the Parties Named Herein



Pricing Addendum

Service: Janitorial Services at Library at Town of Lake Park

Service Description: Cleaning is offered and priced per square foot, and based on the indicated frequency per week or month, for general office areas, public areas, restrooms, elevators, and stairwells. It includes all labor, chemicals, and materials to meet the regular cleaning requirements indicated in the Scope of Work/Service Schedule. Changes in cleanable square footage due to move in/out must be communicated in writing and in advance; no retroactive credit can be provided. This price excludes sales tax, unless otherwise stated. (Please refer to the *Scope of Work* on page 7 in main proposal for additional Services and Requests included in this fee, if any).

Fee: Total monthly fee (with special discount): \$1,259.00 (One Thousand Two Hundred Fifty-Nine Dollars). This fee is based on total Cleanable Square Footage (including any common areas) 9,500 and is subject to any changes therein.

Service Location: 529 Park Avenue, Lake Park, , FL 33403

Client Approval:

Yes No Client Initials→

Quote ID: QUO-02026-MX3B/Castellón
Revision ID: 0
Quote valid until: Friday, October 30, 2009

Confidential & Proprietary to the Parties Named Herein

Pricing Addendum Page i of i

TAB 8

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

Meeting Date: **September 16, 2009**

Agenda Item No. **8**

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

SUBJECT: Continuation of Current Janitorial Services Contract with Kara Mendez Cleaning Service for Palm Beach County Sheriff's Office – District 10 Building

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager



Date:

9/10/09

Michael K. Arnold / Public Works Director
Name/Title



September 10, 2009
Date of Actual Submittal

Originating Department: Public Works	Costs: \$10,800.00 Funding Source: FY 2009/2010 Acct. # 408-34000	Attachments: Contract Letter
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Kara Mendez Cleaning Service has provided the subject janitorial services at the Palm Beach County Sheriff's Office (PBCSO) – District 10 Building (former Lake Park Police Building) for a number of years. The subject services were advertised for bids for the current FY2008/2009, and Kara Mendez Cleaning Service submitted the lowest responsive bid and was awarded a one year contract, the term of which expires on September 30, 2009.

In contrast to significant performance problems that the Town experienced with prior janitorial service firms at other Town facilities, at the subject PBCSO building Kara Mendez Cleaning Service has provided fully satisfactory services for several years now, continuing during the course of their current contract with the Town. In recognition of that, it would be in the best interest of the Town to consider retaining their services, particularly since they have agreed to the same terms and conditions as are currently in effect, including agreement to provide their services with no price increase. Further, they have agreed to a three-year contract term beginning on October 1, 2009.

Given these factors, staff recommends that the Town Commission consider approval of the subject continuing Janitorial Services Contract with Kara Mendez Cleaning Service for the PBCSO – District 10 Building for a term of three years commencing on October 1, 2009, at an annual cost of \$10,800.00, equating to \$32,400.00 for the three year period.

Kara Mendez Cleaning Service
1923 Se Washington Street
Stuart, Florida 34997
561-644-8158

Town of Lake Park-Public Works
535 Park Ave
Lake Park, Florida 33403

Weekly Cleaning Service will entail the following services.

- Trash gathering, removal and recycling of every room.
- Restrooms area cleaning includes disinfecting vanities, backsplashes, sinks, mirrors, floors and toilets.
- Sweeping and mopping of all office space.
- Lobby area includes floors, windows and glass doors.
- Wipe and disinfect doorknobs, telephones and light switches.
- Kitchen area cleaning includes sanitizing sinks, countertops, cabinets, microwaves, range top, refrigerator.
- Window and blind cleaning.

The following will be an extra charge:

- Bio-hazardous, blood etc.
- Paint removal

Monthly cleaning services and all cleaning supplies for the Palm Beach County Sheriff's Office-District 10 beginning October 01, 2009 and ending September 30, 2012 will be \$900.00.

Our expert office cleaning will provide your company with a worry-free way of maintaining a professional atmosphere. Our cleaning service will make sure to lock all windows and doors, turn off all lights and set any alarms to provide you with the security you deserve. We understand the concerns and we work diligently to provide quality office cleaning services for your company while maintaining the security of your office.

Thank you

Kara Mendez

TAB 9

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

Meeting Date: September 16, 2009

Agenda Item No. 9

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

SUBJECT: Text and Use Changes to Chapter 78 regarding group homes and transient uses

RECOMMENDED MOTION/ACTION: Adoption

Approved by Town Manager

[Signature]

Date:

9/10/09

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

Summary Explanation/Background: This Use Change Ordinance amends Chapter 78 by adding two new uses in many of our residential and commercial districts: the uses are a) A Transient Residential Use, and b) Group Home. The ordinance also adds new or amended definitions for Transient Residential Use, Group Home, Community residential home and Substance Abuse Treatment Facility. This ordinance change clarifies the difference between different types of the above stated uses which our ordinance has never done. The ordinance also adds a transient residential use which allows for the transient rental of homes, apartments or condos and in some districts prohibits that use, such as single family districts. Transient usage is defined as leasing or renting a residential unit more than twice in one year. If a residential unit turns over more than twice per year then it is considered a transient residential use. Please review the staff report for more detailed information.

ORDINANCE NO. 12-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK; BY AMENDING CHAPTER 78, ARTICLE 1, SECTION 78-2 ENTITLED "DEFINITIONS" TO ADD A NEW DEFINITION FOR THE TERM "TRANSIENT RESIDENTIAL USE " AND "GROUP HOME" AND TO AMEND THE DEFINITION OF "COMMUNITY RESIDENTIAL HOME" AND "SUBSTANCE ABUSE TREATMENT FACILITIES"; AMENDING CODE SECTION 78-61 ENTITLED "R-1AA RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-62 ENTITLED "R-1A RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-63 ENTITLED "R-1B RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-64 ENTITLED "R-1 RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-65 ENTITLED "R-2A RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-66 ENTITLED "R-2 RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-67 ENTITLED "R-3 RESIDENCE DISTRICTS"; AMENDING CODE SECTION 78-69 ENTITLED "C1-B BUSINESS DISTRICTS"; AMENDING CODE SECTION 78-70 ENTITLED "C-1 BUSINESS DISTRICTS"; AMENDING CODE SECTION 78-71 ENTITLED "C-1 BUSINESS DISTRICTS"; AMENDING CODE SECTION 78-72 ENTITLED "C-2 BUSINESS DISTRICTS"; AMENDING CODE SECTION 78-73 ENTITLED "C-3 REGIONAL BUSINESS DISTRICT"; AMENDING CODE SECTION 78-74 ENTITLED "C-4 BUSINESS DISTRICT"; AMENDING CODE SECTION 78-75 ENTITLED "CLIC-1 CAMPUS LIGHT INDUSTRIAL/COMMERCIAL DISTRICT"; REPEALING SECTION 78-80 "STATUS OF SUBSTANCE ABUSE TREATMENT FACILITIES AND COMMUNITY RESIDENTIAL HOMES"; 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 permitted and special exception zoning uses in the Town's zoning districts, which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, it is the intent of the Town to enact regulations which are consistent with State and Federal law; and

WHEREAS, transient residential uses often maximize occupancy, causing increased pressure on infrastructure, including: garbage, sewer, water, and roadways; and

WHEREAS, transient residential uses can result in increased noise and traffic in single-family residential communities; and

WHEREAS, unless regulations are placed on the number and location of transient uses, such uses could overwhelm the non-transient related single-family residential neighborhoods, making those neighborhoods and the Town of Lake Park less attractive places to reside; and

WHEREAS, transient residential uses can be incompatible with permanent residential uses if not properly planned, controlled and regulated; and

WHEREAS, the rapid turnover in occupancy associated with transient residential uses can be a disruptive influence on the peaceful use and enjoyment of single family residential areas; and

WHEREAS, reserving land for single family residences preserves the character of neighborhoods, securing "zones where family values, youth values, and the blessings of quiet seclusion and clean air make the area a sanctuary for people." See, City of Edmonds v. Oxford House, 514 U.S. 725 (1995); and

WHEREAS, Congress intended the Fair Housing Act (FHA) to “prohibit the use of zoning regulations to limit the ability of the handicapped to live in the residence of their choice in the community; however, the FHA does not pre-empt or abolish a municipality’s power to regulate land use and pass zoning laws.” *See, Jeffrey O. v. City of Boca Raton*, 511 F.Supp.2d 1339 (S.D. Fla. 2007); and

WHEREAS, transient residential uses can displace permanent single family residential dwellings and thus reduce the number of permanent residents in the Town and cause a reduction in state revenue sharing funds necessary to support the services that influence the quality of life for residents, commercial interests, and visitors to the Town of Lake Park; and

WHEREAS, uncontrolled and unregulated transient residential uses is found to have a negative impact on the Town of Lake Park's economy, property values, law enforcement, traffic, safety, and the general health, safety, and welfare of the citizens of the Town of Lake Park; and

WHEREAS, the State of Florida has recognized that leases, rentals, licenses, and subleases or otherwise allowing in any manner the use of a residential dwelling unit for under twelve (12) months in duration is a transient use and is therefore taxed by the State of Florida at a rate of six (6) percent of the total rental amount charged; and

WHEREAS, the State of Florida regulates group homes and community residential homes by §419.001, Fla. Stat., which provides distance requirements of 1,000 feet between any group home with six (6) or fewer residents, and distance requirements of 1,200 feet between community residential homes for community residential homes

home” and “Substance Abuse Treatment Facilities”, to read as follows:

Sec. 78-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Community residential home means, as defined in F.S. ch. 419, a dwelling unit licensed to serve clients of the state department of children and family services, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical emotional and social needs of the residents, and which meet the notification requirements of F.S. ch. 419. ~~The site selection and location criteria, specifically including, but not limited to, the separation and distance requirements of F.S. ch. 419, are incorporated herein, and are also applicable to homes of six or fewer residents which otherwise meet the definition of a community residential home, and as are regulated pursuant to section 78-79(15).~~

* * *

Group home means a dwelling unit that pursuant to F.S. ch. 419 is a type of community residential home licensed to serve clients of the state department of children and family services, which provides a living environment for six or fewer unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents.

* * *

Substance abuse treatment facility means a service provider or facility that is: ~~(1) Licensed licensed or required to be licensed pursuant to F.S. § 397.311(18); or (2) Used for room and board only in and in which treatment and rehabilitation activities are provided at locations other than the primary residential facility, whether or not the facilities used for room and board and for treatment and rehabilitation, are operated under the auspices of the same provider. For the purposes of this subsection (2) of this definition, service providers or facilities which require tenants, or occupants, to participate in treatment and rehabilitation activities, or perform testing to determine whether tenants or occupants are drug and/or alcohol free, as a term or condition of, or essential component of, the tenancy or occupancy, shall be deemed to satisfy the "treatment and rehabilitation activities" component of the definition contained in this section. Community residential homes are separately defined in this section, and in F.S. § 419.001, and are not substance abuse treatment facilities.~~

* * *

Transient residential use means a dwelling that is operated or used in such a way that it has a turnover in occupancy of more than two (2) times in any one (1) year, and shall include but not be limited to rooming houses with such turnover. Occupancy by the real property owner(s) of the dwelling unit shall not be counted toward the frequency of turnover, as long as the turnover of other occupants does not exceed more than two (2) times in any one (1) year.

Section 3. Chapter 78, Article III, Sections 78-61, 78-62, 78-63, 78-64, 78-65, 78-66, 78-67, 78-69, 78-71, 78-72, 78-73, 78-74 and 78-75 of the Code of Ordinances of the Town of Lake Park, Florida are hereby amended to read as follows:

Sec. 78-61. R-1AA residence districts.

Within R-1AA residence districts, the following regulations shall apply:

* * *

(2) *Uses permitted.* Residence district R-1AA shall include single-family residence and multiple-family structures as specified below:

* * *

d. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

e. Community residential home is a permitted use provided that any community residential home is not located within a radius of 1,200 feet of another existing community residential home.

f. By special exception, substance abuse treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing substance abuse treatment facility; and substance abuse treatment facility that provides room and board for seven to fourteen residents, provided that it is not located within a radius of 1,200 feet of another such existing substance abuse treatment facility, and further provided that the operator of any such facility obtains a business tax receipt from the town.

g. Transient residential uses are permitted.

* * *

Sec. 78-62. R-1A residence districts.

Within R-1A residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-1A residence district, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

* * *

d. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

e. By special exception, substance abuse treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing substance abuse treatment facility and further provided that the operator of any such facility obtains a business tax receipt from the town.

* * *

(7) Transient residential use is a prohibited use in the R-1A residence zoning district. Provided, however, that existing transient residential uses in the R-1A residence zoning district may continue until the expiration of the current lease agreement between an existing occupant and the real property owner, or twelve (12) months after the effective date of this ordinance, whichever occurs first.

* * *

Sec. 78-63. R-1B residence districts.

Within R-1B residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-1B residence district, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

* * *

g. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

h. By special exception, substance abuse treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing substance abuse treatment facility and further provided that the operator of any such facility obtains a business tax receipt from the town.

i. Transient residential use is a prohibited use in the R-1B residence zoning district. Provided, however, that existing transient residential uses in the R-1B residence zoning district may continue until the expiration of the current lease agreement between an existing occupant and the real property owner, or twelve (12) months after the effective date of this ordinance, whichever occurs first.

* * *

Sec. 78-64. R-1 residence districts.

Within R-1 residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-1 residence district, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

* * *

f. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

g. By special exception, substance abuse treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing substance abuse treatment facility and further provided that the operator of any such facility obtains a business tax receipt from the town.

* * *

(7) Transient residential use is a prohibited use in the R-1 residence zoning district. Provided, however, that existing transient residential uses in the R-1 residence zoning district may continue until the expiration of the current lease agreement between an existing occupant and the real property owner, or twelve (12) months after the effective date of this ordinance, whichever occurs first.

* * *

Sec. 78-65. R-2A residence districts.

Within R-2A residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-2A residence district, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

* * *

g. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

h. Community residential home is a permitted use provided that any community residential home is not located within a radius of 1,200 feet of another existing community residential home.

i. By special exception, substance abuse treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing substance abuse treatment facility; and substance abuse treatment facility that provides room and board for seven to fourteen residents, provided that it is not located within a radius of 1,200 feet of another such existing substance abuse treatment, and further provided that the operator of any such facility obtains a business tax receipt from the town.

j. Transient residential use.

* * *

Sec. 78-66. R-2 residence districts.

Within R-2 residence districts, the following regulations shall apply:

(1) *Uses permitted.* Within any R-2 residence district, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

* * *

g. Multifamily dwellings or apartment houses and community residential homes, provided that any such community residential home is not located

within a radius of ~~1,000~~ 1,200 feet of another such home ~~or within 1,000 feet of a single family zoning district~~. No garage apartment shall be permitted as an accessory use on a lot or parcel of land with a two-story dwelling (duplex) or a multiple-family structure.

* * *

l. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

m. By special exception, substance abuse treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing substance abuse treatment facility; and substance abuse treatment facility that provides room and board for seven to fourteen residents, provided that it is not located within a radius of 1,200 feet of another such existing substance abuse treatment facility, and further provided that the operator of any such facility obtains a business tax receipt from the town.

n. Transient residential use.

* * *

Sec. 78-67. R-3 residence districts.

Within R-3 residence districts, the following regulations shall apply:

(1) Uses permitted. Within any R-3 residence district, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged unless otherwise permitted by these regulations, except for the following uses:

* * *

g. Multifamily dwellings or apartment houses and community residential homes, provided that any such community residential home is not located within a radius of ~~1,000~~ 1,200 feet of another such home ~~or within 1,000 feet of a single family zoning district~~. No garage apartment shall be permitted as an accessory use on a lot or parcel of land with a two-story dwelling (duplex) or a multiple-family structure.

* * *

n. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

o. By special exception, substance abuse treatment facility, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility.

p. Transient residential use.

* * *

Sec. 78-69. C1-B business districts.

Within C1-B business districts, the following regulations shall apply:

- (1) *Uses permitted.* Within C1-B business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

* * *

h. Multifamily dwellings or apartment houses and community residential homes, provided that any such community residential home is not located within a radius of ~~1,000~~ 1,200 feet of another such home ~~or within 1,000 feet of a single-family zoning district.~~ No garage apartment shall be permitted as an accessory use on a lot or parcel of land with a two-story dwelling (duplex) or a multiple-family structure.

* * *

s. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

t. By special exception, substance abuse treatment facilities, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be not located within a radius of 1,000 feet of another existing facility.

u. Transient residential use.

* * *

Sec. 78-71. C-1 business districts.

Within C-1 business districts, the following regulations shall apply:

- (1) *Uses permitted.* Within C-1 business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged,

unless otherwise permitted by these regulations, except for the following uses:

* * *

s. By special exception, substance abuse treatment facilities, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility or within 1,500 feet of a residential zoning district.

t. Transient residential use

* * *

Sec. 78-72. C-2 business districts.

Within C-2 business districts, the following regulations shall apply:

(1) *Uses permitted.* Within C-2 business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

* * *

q. By special exception, substance abuse treatment facilities, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility.

r. Transient residential use.

* * *

Sec. 78-73. C-3 regional business district.

The C-3 regional business district is designed for the reuse and/or redevelopment of commercial property. It contains special regulations and procedures that are integrated with those of the Village of North Palm Beach to avoid conflicts that could otherwise be created by the location of the town/village boundary. Within C-3 business districts, the following regulations shall apply:

(1) *Uses permitted.* Within C-2 business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the

following uses:

* * *

c. Community residential homes, ~~subject to the provisions of F.S. ch. 419,~~ provided that any such community residential home is not located within a radius of 1,200 feet of another such community residential home, and child care facilities as defined in F.S. ch. 402.

* * *

j. By special exception, substance abuse treatment facilities, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not located within a radius of 1,000 feet of another existing facility.

k. Transient residential use.

l. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

* * *

Sec. 78-74. C-4 business district.

Within the C-4 business district, the following regulations shall apply:

(1) *General description.* This district is intended to be located between the western boundary of Section 20 of Township 42 South, Range 43 East and the Florida East Coast (FEC.) right-of-way to the east, bounded on the south by the northern boundaries of parcels 307, 316 and 306, the eastern boundary of parcel 306 and then easterly on Watertower Road on a line extending to the Florida East Coast Railroad and on the north by the south boundary line of the existing C-1 commercial (business) district, as is shown on the Town of Lake Park Official Zoning Map. This area is served by major roads but is not feasible for heavy commercial or industrial developments. The regulations for this district are intended to encourage development compatible with surrounding or abutting districts, with suitable open spaces, landscapes and parking spaces. The intent of this district is to limit development to a concentration of permitted uses, by confining those permitted uses to business offices, wholesaling, retailing and light manufacturing activities.

(2) *Uses permitted.* Within the C-4 business district, no building, structure or land shall be used, and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by those regulations, except for the

following uses:

* * *

s. By special exception, substance abuse treatment facilities, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility.

t. Transient residential use.

* * *

Sec. 78-75. CLIC-1 campus light industrial/commercial district.

Within the CLIC campus light industrial/commercial district, the following regulations shall apply:

(1) *Purpose and intent.* It is the purpose of the CLIC district to allow the development of a mixed-use, campus light industrial/commercial employment center. The location of this district abutting the MU mixed-use residential/commercial/light industrial district provides opportunities for employment in close proximity to higher population densities, thereby promoting walk-to-work activity and reduced traffic congestion. The regulations for this district are intended to encourage development compatible with surrounding or abutting zoning districts, with suitable open spaces, on-site landscaping and parking areas. A landscape buffer along Silver Beach Road is required so that this district will not be incompatible with residential land uses on the south side of Silver Beach Road.

(2) *Uses permitted.* Within the CLIC zoning district, no building, structure, land or water use shall be permitted and no building shall be erected, structurally altered or enlarged, except for the following uses:

a. Any of the following uses shall be permitted:

* * *

16. By special exception, substance abuse treatment facilities, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility.

17. Transient residential use.

18. Community residential homes, provided that any such community residential home is not located within a radius of 1,200 feet of another such home.
19. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

* * *

Section 4. Chapter 78, Article III, Section 78-80 of the Code of Ordinances of the Town of Lake Park, Florida is hereby repealed as follows:

~~**Sec. 78-80. Status of substance abuse treatment facilities and community residential homes.**~~

~~Any substance abuse treatment facility and/or community residential home which was in existence as of the date of the ordinance from which this section is derived, and which is rendered a noneconforming use in the zoning district in which it is located by the adoption of the ordinance from which this Code is derived, must comply with all provisions and requirements of this chapter, which may require, but not be limited to, the termination of the use and operation of any such facility or home, no later than 18 months from the effective date of the ordinance from which this section is derived.~~

Section 5. 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 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. 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 8. **Effective Date.** This Ordinance shall take effect immediately upon adoption.

TAB 10

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

Meeting Date: September 16, 2009

Agenda Item No. 10

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

SUBJECT: UPDATED PURCHASING POLICIES AND PROCEDURES

RECOMMENDED MOTION/ACTION: ADOPT ORDINANCE.

Approved by Town Manager

W. Davis

Date:

9/10/09

Anna M. Costello
Name/Title Finance Director

9/8/09
Date of Actual Submittal

Originating Department: Finance	Costs: \$ Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: <u>9/6/09</u> Paper: <u>PB Post</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: In April of this year the Town Commission adopted Ordinance 07-2009 which substantially revised the entire purchasing policies and procedures for the Town. This ordinance is simply fine tuning those revisions. The substantive changes consist of two items. First, the dollar limit for a field purchase order is being increased for all departments from

\$500.00 to less than \$1,500.00. Previously only Public Works had the higher limit. The purpose of this change is to reduce the burden on the departments and the cost of staff time requiring three quotes for such small purchases. The second substantive change to this ordinance is that bidding may be waived when not practicable or advantageous for the Town as declared by the Town Commission. The remaining changes proposed clarify change order limitations, specify requirements for posting notice of intent to award bids, including notification to contractors, vendors and proposers, and clarifying the section on protested solicitations and awards. The proposed changes still keep the Town in compliance with the requirements of the Local Area Program (LAP) Certification for the Florida Department of Transportation and the Federal Highway Administration.

ORDINANCE NO. 13-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CODE AT CHAPTER 2, ARTICLE V, DIVISION 2, ENTITLED "PURCHASING" TO AMEND SECTION 2-243 ENTITLED "REQUIREMENT OF GOOD FAITH"; SECTION 2-245 ENTITLED "DEFINITIONS"; SECTION 2-247 ENTITLED "PROCUREMENT METHODS"; SECTION 2-248 ENTITLED "COMPETITIVE SEALED BID PROCESS"; SECTION 2-249 ENTITLED "COMPETITIVE SEALED PROPOSAL PROCESS"; SECTION 2-250 ENTITLED "ALTERNATIVE SOURCE ELECTION"; AND SECTION 2-252 ENTITLED "PROTESTED SOLICITATIONS AND AWARDS"; 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 has codified a procedure governing the procurement of goods and services, in which the Town has established procedures and the methods of procurements to be used when the Town desires to purchase goods and services; and

WHEREAS, it is generally in the best interest of the Town to use competitive procurement methods in order to obtain the best price and maximize the value of public funds in procurements; and

WHEREAS, establishing procurement methods and procedures for Town purchases, will provide for the fair and equitable treatment of persons and entities involved in purchasing by the Town, and establish safeguards for maintaining a procurement system of quality and integrity; and

WHEREAS, Town staff has recommended to the Town Commission that it amend Chapter 2, Article V, Division 2, Sections 2-243, 2-245, 2-247, 2-248, 2-249, 2-250, and 2-252; and

WHEREAS, the Town Commission has reviewed the recommendations of Town staff, and has determined that amending Chapter 2, Article V, Division 2, Sections 2-243, 2-245, 2-247, 2-248, 2-249, 2-250, and 2-252 of the Town's Code of Ordinances is necessary to further the public health, safety and welfare.

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

Section 1. The whereas clauses are incorporated herein as true and correct, and are the findings of fact and conclusions of law of the Town Commission.

Section 2. Chapter 2, Article V, Division 2, Sections 2-243, 2-245, 2-247, 2-248, 2-249, 2-250, and 2-252 of the Town's Code of Ordinances are hereby amended to read as follows:

DIVISION 2. PURCHASING

Sec. 2-241. General purpose.

The purpose of this division is to meet the following objectives:

- (1) Establish policies governing all purchases and contracts;
- (2) Encourage and promote fair and equal opportunity for all persons doing business with the Town;
- (3) Obtain goods and services of satisfactory quality and quantity at reasonable cost for the Town;
- (4) Permit the continued development of procurement policies and procedures through the promulgation of administrative regulations and internal procedures of purchasing and contracts;
- (5) Foster effective broad-based competition within the free enterprise system; and
- (6) Provide safeguards for the maintenance of a procurement system of quality and integrity.

Sec. 2-242. Supplementary general principles of law applicable.

(a) *Compliance with federal and state law.* The Town shall comply with all applicable federal and state laws.

(b) *Principles of law and equity.* The principles of law and equity, including the Uniform Commercial Code of this state (F.S. chs. 670--680), laws relative to ethics, and laws relative to contract, agency, fraud, misrepresentation, duress, coercion, mistake or bankruptcy shall supplement the provisions of this division.

(c) *Access to procurement information.* Procurement information shall be a public record to the extent provided in F.S. ch. 119, and shall be available to the public as provided by law.

(d) *Preference to proposals for goods and services.* The Town shall have the option to give preference to proposals for goods and services received from vendors whose businesses are based within the Town where price, quality and other relative factors are comparable.

Sec. 2-243. Requirement of good faith.

The provisions of this division require all parties involved in the development, performance or administration of purchasing contracts of the Town Commission to act in good faith.

The Town Commission recognizes that fair and open competition is a basic tenant of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which commodities and contractual services are processed. The purchase of all commodities and services will be in accordance with Town policy, codes, regulations and all applicable State Statutes

Sec. 2-244. Application and exclusions.

(a) The provisions of this division shall apply to every purchase/procurement by the Town, irrespective of their fund source, including state and federal assistance monies, except as otherwise specified by law. Items in this category shall be paid for through a request for disbursement. The provisions of this division shall not apply to:

(1) Agreements between the Town Commission and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.

(2) Procurement of dues and memberships in trade or professional organizations; subscriptions to periodicals; title insurance for real property; court reporter services; water, sewer and electrical utility services; copyrighted materials; patented materials; and fees and costs of job-related seminars and training.

(3) Real property.

(4) Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.

- (5) Auditing services.
- (6) Lectures by individuals.
- (7) Goods and/or services given, or accepted by the Town via grant, gift or bequest.
- (8) Goods purchased with petty cash in accordance with established Town procedures.
- (9) Goods and/or services purchased under contract with the federal, state or any other municipal government or government agency or political subdivision providing the vendor extends the same terms and conditions of the contract to the Town.
- (10) Items purchased for resale to the general public.
- (11) Permits (payable to governmental entities).
- (12) Approved travel expenses.
- (13) Legal settlements. (However, any legal settlements over the amount of \$5,000.00 shall be approved by the Town Commission in a public meeting.)
- (14) Insurance.
- (15) Health services.
- (16) Conferences and travel.
- (17) Utilities bills.
- (18) Normal recurring disbursements not for the purpose of acquiring goods and services.

(b) The exclusions listed above do not preclude the town from procuring such goods and/or services using the procedures listed herein this division.

(c) The minimum requirements of this division do not preclude additional procedures from being taken as deemed appropriate by the Town Manager or Town staff.

Sec. 2-245. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AGREEMENT: The written agreement between the Town of Lake Park and vendor covering the work to be performed; other contract documents are incorporated into or referenced in the agreement and made a part thereof as provided therein.

AMENDMENT: A modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

BID: A formal written price offer by a vendor to the Town to furnish specific goods and/or services in response to an invitation to bid.

BID AWARD: A contract and/or purchase order to the selected vendor to provide specific commodities and/or services to the Town for which funds have been appropriated by the Town of Lake Park Commission.

BID CRITERIA: The basis upon which the Town will rely to determine acceptability of a bid or proposal, as stated in the bid or the proposal, including, but not limited to, inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total cost or life cycle costs.

BLANKET PURCHASE ORDER: A purchase order under which vendor agrees to provide goods and/or services to a purchaser on a demand basis.

CERTIFICATE OF CONTRACT COMPLETION: A form which indicates that a project has been satisfactorily completed and the contractor has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

CERTIFICATE OF INSURANCE: A document which shows proof of insurance, coverage, types and amounts.

CHANGE ORDER: A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the Town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof. A change order to a purchase order must be processed approved by the Finance Director and/or Town Manager for all changes that affect the original dollar amount by an increase of ten (10%) percent or more. ~~Depending on the size of the contract, the change order may require Commission approval.~~ Change orders of \$10,000.00 or more require the approval of the Town Commission.

COMMODITIES: Any tangible personal property other than services or real property.

CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA): Acquisitions of architectural, engineering, landscape architectural or surveying and mapping services. (Florida Statute, section 287:055).

CONSULTING SERVICES: All other services that do not fall under the definition of professional services for the Consultant Competitive Negotiation Act (CCNA).

CONTINUING SERVICES CONTRACT: A continuing contract to retain the services of a consultant(s). The authorization for performance of services by the consultant shall be in written form issued and executed by the Town and signed by the consultant.

CONTRACT: A deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts, or any type of agreement (regardless of what it is called) for the procurement or disposal of goods, services or construction in exchange for money or other consideration. An authorized purchase order is a contract even though it is only signed by the Town Manager, Finance Director or designee.

DEBARMENT: The exclusion, for cause, of a vendor or contractor from bidding and/or receiving a contract to do business with the Town.

DESIGN-BUILD: The requirement for which a single contract with a design-build firm is entered into for the design and construction of a capital improvement construction project.

DESIGNEE: A duly authorized representative of a person, organization, or agency.

DISCRIMINATION: Any vendor who has been placed on the discrimination vendor list as defined by Florida Statute Section 287.134, shall not be able to transact business with the Town to the extent as specified in Florida Statute 287.134 (2) (b).

EMERGENCY PURCHASE: Procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the Town and/or its citizens or would create a hardship on the reasonable conduct of business in a timely fashion. Lack of planning, or funding surpluses, do not justify emergency purchases.

FIELD PURCHASE ORDER: A purchase of ~~\$500.00~~ less than \$1,500.00 or less, that does not requiring require a purchase requisition or regular purchase order.

~~***EXCEPTION:** — \$1,500.00 or less for Public Works FPO: An exception is made for the purchase limits for Public Works Department (only) due to the nature of purchases such as construction materials, mechanical parts, landscaping materials, irrigation system parts etc. on a routine basis. All other requirements for bid solicitation and reporting remain the same.~~

FORMAL CONTRACT: Represents a legal obligation on the part of each party to the formal contract, which results from both parties' signatures being affixed to the contract documents and some additional obligation imposed by law.

HEALTH SERVICES: The procurement of any medical functions not covered by insurance, including but not limited to pre-employment physicals, random drug screening, medical consultations, and the contractual employment of the medical director for the county fire department.

INVITATION FOR BIDS: All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids for the procurement of construction, commodities, and/or services.

LETTER OF RENEWAL: A document, generated by either party, to renew or extend the contract in accordance with the terms of the original contract. Contract renewals will be requested by the department head and prepared and approved by the Town Manager, Finance Director or designee and/or Town Commission where applicable per contract documents.

MANDATORY BID AMOUNT: The threshold dollar amount established as policy by the Town Commission at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein. The mandatory bid amount ~~threshold~~ is \$25,000.00 as established by the Town Commission.

MINORITY BUSINESS ENTERPRISE: Any small business concern, which is defined as a minority business enterprise pursuant to Section 288.703, Fla. Stat., as amended from time to time.

MINORITY PERSON: Shall be defined as ascribed by Section 288.703, Fla. Stat., as amended from time to time.

NON-RESPONSIVE BIDDER, PROPOSER, OR RESPONDENT: Any vendor responding to an Invitation to Bid, Request for Proposals, Request for Statement of Qualifications who does not submit the required signed documents or submits incomplete requested documents and/or information.

NOTICE TO PROCEED: A written notification from the Town Manager or Finance Director or designee to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

PERSON: Any business, individual, union, committee, club, or organization, or group of individuals.

PROCUREMENT: Buying, purchasing, renting, leasing or otherwise acquiring any commodities and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the Town.

PROFESSIONAL SERVICES (PS): A solicitation for responses for CCNA services which include architectural, engineering, landscape architectural, and registered land surveying and mapping services as defined and prescribed under Florida Statutes 287.055.

PROJECT MANAGER: A person designated by the Town Manager to ensure compliance with Town codes, resolutions, procedures, and specification for contracts which he/she originates. The Project Manager, along with the Department Head is held accountable for contract compliance.

PROPOSAL: An executed formal document submitted by a vendor to the Town stating the goods and/or service offered to satisfy the need as described in a Request for Proposals (RFP), Request for Statement of Qualifications (RFQ) or a Request for Information (RFI).

PUBLIC ENTITY CRIME: Any vendor who has been convicted of a public entity crime as defined by Florida Statute Section 287.133, shall not be able to transact business with the Town to the extent as specified in Florida Statute 287.133 (2) (a).

PUBLIC NOTICE: The required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective vendors for a reasonable/required period of time as determined by the Town Manager, which shall, at a minimum, include: ~~(i) direct notice to prospective vendors on an applicable bidders list maintained by the finance department;~~ ~~(ii)~~ (i) posting public notice on the Town website; and ~~(iii)~~ (ii) notice in a newspaper of general circulation when required by applicable law. The public notice shall describe the goods or services sought, and state the date, time and place of the bid/proposal/solicitation opening.

PUBLIC RECORD: Upon award recommendation or ten (10) days after opening, Invitation to Bid, Request for Proposals, Request for Statement of Qualifications and Request for Information,

becomes public records and shall be subject to public disclosure consistent with Chapter 119, Florida State Statutes.

PURCHASE ORDER: The Town's document used to authorize a purchase transaction with a vendor, which contains provisions and/or descriptions for goods and/or services ordered. Acceptance of a valid purchase order by a vendor shall constitute a legally binding contract.

QUOTATION: Any oral or written informal offer by a vendor to the Town to furnish specific goods and/or services at a stated price.

REQUEST FOR INFORMATION (RFI): A solicitation for response from interested and prospective vendors/contractors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need rather than a firm specification and in which the respondent may be given latitude in order to develop a product and/or service which will fulfill the need. Upon receipt of responses to the RFI, the Town may develop specifications for an Invitation for Bid or criteria for a Request for Proposal, either of which may be issued to qualified proposers who submitted responses to the RFI.

REQUEST FOR LETTERS OF INTEREST: A solicitation of responses from interested and prospective vendors to provide information and/or specifications in order to determine qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the vendor may be given latitude in order to develop a product and/or service which will fulfill the need.

REQUEST FOR PROPOSAL (RFP): A solicitation of responses for commodities and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors.

REQUEST FOR QUALIFICATION (RFQ): Solicitation for Statement of Qualifications pursuant to Florida Statutes, section 287:055, known as the Consultants Competitive Negotiation Act (CCNA).

REQUISITION: An internal document generated by the requesting department and forwarded to the Town Manager or Finance Director requesting purchase of commodities and/or services.

RESPONSIBLE BIDDER, PROPOSER, OR RESPONDENT: A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit which will assure good faith performance.

RESPONSIVE BID: A bid submitted by a responsive and responsible bidder, which conforms in all material respects to the invitation for bids.

RESPONSIVE BIDDER: A bidder who has submitted a bid, which conforms in all material respects to the invitation for bids.

RESPONSIVE PROPOSAL: A proposal submitted by a responsive and responsible proposer, which conforms in all material respects to the request for proposal.

RESPONSIVE PROPOSER: A proposer who has submitted a proposal, which at a minimum conforms in all material respects to the request for proposal.

SALES TAX RECOVERY: An option, resulting from the Town's tax exempt status, reserved by the Town to purchase all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier.

SOLE SOURCE: The only existing source of an item which meets the needs of the user department as determined and documented by a reasonable analysis of the marketplace. If in the process of a public bid, only one response is received, the Town Manager or Finance Director may proceed as a Sole Source Purchase.

SPECIFICATION: A concise statement of terms, conditions and a set of requirements to be satisfied by a product, material, service, or process used in an Invitation for Bids, Request for Proposals, and Request for Statement of Qualifications. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction item for delivery.

SURETY BONDS: A document from the contractor, which is issued to guarantee that an obligation will be fulfilled. The nature of the obligation determines the type of bond that will be issued. The types of surety bonds include: license and permit bonds, public official bonds, bid, performance, labor, material and payment bonds.

SUSPENSION: The temporary debarment of a vendor for a period not to exceed three (3) years.

TOWN: When herein referenced refers to the Town of Lake Park.

WARRANTY: The representation, either expressed or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.

Sec. 2-246. Organization.

The Finance Department shall be the agency through which the ~~the~~ Town will conduct all of its procurement and contracting for all supplies, material, equipment, contractual services, professional and consultant services, construction and/or combination of goods and services. A properly completed purchase requisition should be completed and approved by the appropriate department head prior to submission to the Finance Department. When a field purchase order is used, a requisition need not be completed but the field purchase order should be approved by the Department Head, and a copy of the field purchase order promptly sent to the Finance Department.

Sec. 2-247. Procurement methods.

a) *Twenty-five thousand dollars or more estimated cost:* Any purchase with an estimated cost of \$25,000.00 or more except in an emergency situation (as determined by the Town Manager), or when involving single-source commodities (as determined by the Finance Director or Town Manager) must have an invitation to bid or request for proposal formally advertised in a newspaper of general circulation in the county, ~~21 days~~ for a period of time as specified in

Section 2-248(c) prior to the date set for submittal of bids or proposals. All purchases with an estimated cost of \$25,000 or more shall require Town Commission approval.

(b) *Ten thousand dollars through \$24,999.99.* All purchases having a value between Ten thousand dollars (\$10,000.00) through \$24,999.99 must have at least three written quotes from vendors. The results should be summarized by the cost center procuring the commodity or service, and the purchase reviewed by the Finance Director, and approved by the Town Manager. Three quotes are not required in emergency situations or when involving single-source commodities, as determined by the Finance Director or Town Manager. All purchases with an estimated cost of \$10,000.00 or more shall require Town Commission approval.

(c) ~~Five~~*Fifteen* hundred dollars through \$9,999.99: All purchases having a value ~~over of~~ \$500.00~~\$1,500.00~~ through \$9,999.99 must have at least three phone quotes documented by the procuring department. The documentation should include the vendor name, phone number, contact person, and quoted price. The Town Manager, Finance Director or the designee's assistant must approve all purchases between the amounts of ~~\$500.00~~\$1,500.00 and \$9,999.99. Appropriate quotes should be submitted to the Finance Department with the purchase requisition.

(d) *One cent through \$499.99*~~\$1,499.99~~. All purchases having a value between \$0.01 and ~~\$499.99~~\$1,499.99 may be made using a field purchase order (FPO). It is the responsibility of the procuring department to ensure that items are obtained at a competitive price, and that the department has not exceeded the line-item budgetary appropriation for the items purchased. The procuring department shall not use field purchase orders to make more than one purchase of the same item within five business days if the total cost is more than ~~\$499.99~~\$1,499.99.

~~**EXCEPTION:** One cent through \$1,500.00. Public Works FPO: An exception is made for the purchase limits for Public Works Department (only) due to the nature of purchases such as construction materials, mechanical parts, landscaping materials, irrigation system parts etc. on a routine basis. All other requirements for bid solicitation and reporting remain the same.~~

(e) *Review of purchases.* The Finance Department may review ~~such~~ purchases from time to time to ensure the validity of the purchase, including but not limited to, a confirmation of the need for the items purchased, verification of the department's report and its supporting documentation, the adherence to these purchasing procedures, and the overall integrity of the process used. One copy of each field purchase order shall be immediately forwarded to the Finance Department by the user department after completion of the purchase.

(f) **Aggregate Annual Amounts:** All references to bids and purchases and amounts established for bid parameters shall be deemed to be aggregate annual amounts, to the extent feasibly by each department. The total annual expected value of the purchase is to be used to determine the type of bid process to be applied. There shall be no artificial division of orders, piecemeal orders or other plans of order diversion or pyramiding to avoid said requirement.

g) **Unauthorized Purchases Prohibited:** Unless specifically identified and approved it shall be prohibited for any Town employee to order the purchase of any goods or services or make a contract other than through the Finance Director unless otherwise provided herein. Any purchase or contract made contrary to the provisions hereof are not authorized and shall not be binding

upon the Town, even though said goods and/or services are used or consumed in support of the effort of the Town.

Sec. 2-248. Competitive sealed bid process.

(a) **THRESHOLD AMOUNT.** The threshold dollar amount established as policy by the Town Commission at and above which the competitive sealed bid process shall be used, except as otherwise provided herein shall be \$25,000.00.

(b) **INVITATION FOR BIDS.** Shall include the specifications, scope of service, all terms and conditions applicable to the bid and shall set forth the evaluation criteria to be used to determine the award.

(c) **PUBLICATION OF NOTICE.** Public notice of the invitation to bid shall be published in a newspaper of general circulation in the county ~~for 21 days for a period of time, as determined herein,~~ prior to bid submittal deadline, and posted on the Town of Lake Park web site. ~~Bid Notice shall be sent directly to prospective bidders that are on the vendor file relevant to the specific commodity.~~ The public notice shall state the place, date, and time of bid opening.

(1) For Bids estimated to be from twenty five thousand dollars (\$25,000.00) or more and expected to be under two hundred thousand dollars (\$200,000.00), the public notice of the invitation to Bid shall provide a minimum of 21 days for submission of bids.

(2) For bids estimated to be over two hundred thousand dollars (\$200,000.00) public notice of the Invitation to Bid shall provide at least thirty (30) days for submission of bids unless determined by the Town Manager or Finance Director to not be in the best interest of the Town.

(d) **BID SUBMISSION:** Bids must be received, in a sealed envelope, no later than the time and date and at the location specified. Any bids received later or at any other location than specified will not be accepted and shall be returned unopened to the bidder. It shall be the bidders' sole responsibility to ensure that their bid reaches the specified place for receipt of bids by the specified time. The Town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or Town employee to successfully deliver a bid to the designated delivery location. It is noted that bidders shall be allowed to withdraw their bids at any time prior to bid opening.

(1) All bids and accompanying documentation received from bidders in response to an invitation to bid, become the property of the Town, and will not be returned to the bidders. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the Town.

(e) **BID ACCEPTANCE AND EVALUATION:** Bids shall be accepted from all qualified vendors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the Invitation for Bid. Unsolicited alternates will not be considered.

The Town may, at any time and in its sole discretion, reject all bids and/or re-advertise for bids using the same or different specifications and terms and conditions.

(f) **BID OPENING.** Bids shall be opened publicly in the presence of one (1) or more witnesses at the time and place specified in the invitation to bid. At the time of public opening, the Town Clerk or designee will officiate at all public bid opening of sealed bids, and shall announce and record the name of each bidder, the amount of each bid and such other relevant information as the Town Manager deems appropriate.

(g) **PUBLIC RECORD:** Upon award recommendation or ten (10) days after opening, bids become public records and shall be subject to public disclosure consistent with Chapter 119, Florida State Statutes.

(h) **CANCELLING OR POSTPONING INVITATION TO BID.** The Town Manager or Finance Director may, prior to bid opening, elect to cancel an invitation to bid or postpone the date and/or time of bid submission or opening. In such situations, an addendum will be issued.

(i) **Withdrawal of Bids:** A bidder can withdraw their bid up to the time listed for receipt of bids. If a bidder unilaterally withdraws their bid without permission after bid opening, the Finance Director may suspend the vendor from participating in future bids for up to three (3) years.

(j) **Corrections to bids:** The following shall govern the corrections of information submitted in a bid when the information is a material factor in determining the responsiveness of the bid.

(1) Errors in extension of unit prices or in multiplication, division, addition or subtraction in a bid may be corrected by the Finance Director or designee prior to award. In such cases, the unit prices bid shall not be changed. When bidders quote in words and in figures on items on the bid sheet and the words and figures do not agree, the words shall govern and the figures shall be disregarded.

(2) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the low bidder after recommendation to award bid to the low bidder, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the Invitation to Bid.

(k) **Responsible Bidder:** Factors to be considered in determining whether the standard of responsibility for bidders/proposers has been met include whether, in the Town's determination, a prospective vendor/contractor has:

(1) Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements.

(2) A satisfactory record of performance on similar projects

(3) A satisfactory record of integrity

(4) Qualified legally to contract with the Town

(l) **RESPONSIVE BIDDER:** A bid shall be considered responsive only if it conforms to the requirements of the Invitation for Bids concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the Invitation for Bids.

(m) **TIE BIDS.** If two (2) or more bidders are tied, the tie may be broken and the successful bidder selected by the following criteria presented in order of importance and consideration:

- a. Quality of the items or services bid if such quality is ascertainable.
- b. Delivery time if provided in the bid by the bidders.
- c. Certification of a "Drug-Free Workplace Program" which meets criteria established in F.S. § 287.087.
- d. Location of the vendor with the following award preferences:
 - i. A Town of Lake Park vendor.
 - ii. A Palm Beach County vendor.
 - iii. A Florida vendor.
 - iv. A minority business enterprise certified pursuant to the provisions of Section 288.703, Fla. Stat., as amended from time to time.
- e. If the above criteria are impossible to determine with any reasonableness or do not resolve the issue, the award will be given to that bidder whose bid was received earliest in time by the Town as indicated by the time clock stamp impressed upon the bid envelope of each bidder.

(n) **BID AWARD:** Award will ordinarily be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. Notice of intent to award, along with a tabulation of the bid/proposal results, shall be posted by the Town Clerk on the Town's website five business days prior to the Commission award. All bidders, proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Town Clerk at the time of posting, via telefax or other means, of the intended award. ~~and~~ The award shall be effective upon approval of the Town Commission and upon issuance of a purchase order, execution of a contract, or written notice of award by the Finance Director or Town Manager. The Town may reject any bid prior to such issuance. In the event only one bid is received, the Town may award to the sole bidder if the bid is deemed to be reasonable and in the best interests of the Town or to request new bids. In the event all bids exceed budgeted funds, the Finance Director, with direction of the Town Manager, in cooperation with affected Department Director, is authorized, when time or economic considerations preclude re-solicitation to negotiate an adjustment of the bid price and/or bid specifications with the low responsive and responsible bidder in order to bring the bid within the amount of budgeted funds.

(o) **REJECTION OR AWARD OF BIDS.**

(1) The Town reserves the right to accept or reject any and all bids and/or to make award to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid and whose award will, in the opinion of the Town, be in the best interest of and most advantageous to the Town.

(2) Factors to be considered in determining whether the standard of responsibility has been met include whether, in the Town's determination, a prospective vendor/contractor has:

- a. Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- b. A satisfactory record of performance on similar projects;
- c. A satisfactory record of integrity;
- d. Qualified legally to contract with the Town; and
- e. Supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, insurance, or organization papers required.

The prospective vendor/contractor shall supply information requested by the Town concerning the responsibility of such vendor/contractor. If such vendor/contractor fails to supply the requested information, the Town shall base the determination of responsibility upon any available information or may find the prospective vendor/contractor nonresponsive if such information is not submitted within the time specified by the Finance Director.

(3) The Town may conduct a prequalification process in which the responsibility of potential vendors/contractors is evaluated and may then limit acceptance of bids or proposals to those vendors/contractors deemed qualified in such process.

(p) *Changes and amendments.* The Finance Director and/or Town Manager may authorize changes/amendments for construction, and goods and/or services within the overall scope of the project or procurement of up to a cumulative amount of ~~20~~10 percent or ~~\$5,000.00~~\$10,000.00, whichever is lower. If the amendment/change order exceeds the maximum amounts herein, the amount of the amendment/change order must be approved by the Town Commission. If the change is outside the scope of the original project or procurement as determined by the Finance Director and/or Town Manager, a new invitation to bid must be issued, unless an emergency or sole source situation exists. Should an emergency or sole source situation exist, a new contract with the existing contractor may be negotiated and presented to the Town Commission for approval, provided such contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor. Extensions of time frames for completion of contracts may be authorized by the Finance Director and/or Town Manager.

Sec. 2-249. Competitive sealed proposal process.

When it is determined by the Town Manager that the use of competitive sealed bidding is either not practical or not advantageous to the Town, the competitive proposal process may be used as an alternative to the competitive bid process.

(a) **Public Notice:** Public notice of the Request for Proposal or Request for Statement of Qualification shall be given in the same manner as provided for competitive sealed bidding except all RFP or RFQ require a minimum of ~~thirty~~twenty one (21) days for submission of

proposals unless determined by the Finance Director to be not in the best interest of the Town.

- (b) **Evaluation Factors:** The Request for Proposals shall state the relative importance of price and other evaluation factors as listed in the Request for Proposal.
- (c) **Submission:** Proposals must be received no later than the specified time and date and at the location specified for submission in the Request for Proposal (RFP) or Request for Statement of Qualifications (RFQ). No proposal shall be accepted after such time or at any other location than specified; any proposal received later or at any other location than specified shall be returned unopened.
- (d) **Proposal Cancellation or Postponement:** The Town Manager, Finance Director or designee may, prior to the RFP or RFQ due date, elect to cancel or postpone the date and/or time for submission or opening. In such situations an addendum will be issued.
- (e) **Discussion with Responsible Proposer and Revisions to Proposals:** As provided in the Request for Proposals, discussions may be conducted with any responsible proposer who submits a proposal determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Proposer shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no exchange of information regarding the content or feasibility of the proposals by competing vendors.
- (f) **Proposal Evaluation:** Award shall be made to the most responsive, responsible proposer whose proposal is determined to be the most advantageous to the Town in accordance with the evaluation criteria contained in the RFP/RFQ. Evaluation of proposals may be made in a multi-step selection process as set forth in the RFP or RFQ.
- (g) **Award:** Notice of the intent to award, along with a tabulation of the bid/proposal results, shall be posted by the Town Clerk on the Town's website five business days prior to the Commission award. All bidders, proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Town Clerk at the time of posting, via telefax or other means, of the intended award. ~~at the location set for proposal submission.~~
 - (1) The Town reserves the right to conduct negotiations with two (2) or more proposers who respond to an RFP.
 - (2) Negotiations involving the Consultants Competitive Negotiation Act (CCNA) will be conducted by a team selected by the ~~Purchasing Agent~~ Town Manager.
- (h) **Proposal vs. Bid:** All of the guidelines specified for Invitation to Bid will apply to Request for Proposals unless otherwise stated in the guidelines for Request for Proposals.
- (i) **Consultant Services:** Consultant Services for services other than for architecture,

engineering, landscape architectural or surveying and mapping services are acquired in compliance with policies outlined in Invitation to Bid and/or Request for Proposal.

- (1) Architectural, engineering, landscape architectural or surveying and mapping services are acquired using Florida Statute, Section 287.55, known as the Consultants Competitive Negotiation Act (CCNA).
- (2) Design build contracts shall be established in compliance with Florida Statute, Section 287.055, known as the Consultants Competitive Negotiation Act (CCNA).

(j) **Continuing Consultant Services:** The Consultant's Competitive Negotiation Act (CCNA) does not provide criteria for negotiating a contract for Continuing Consultant Services. The Town has established selection criteria among consultants under Continuing Consultant Services Contracts. Consultant Services required for any project, which is within the scope of a Continuing Service Contract with the Town, which services are within the scope of the Consultant Competitive Negotiations Act, shall be awarded as follows:

- (1) The Town Manager and Department Head in charge of the project for which such services are required shall determine which of the service providers then under continuing contract with the Town are potentially capable of providing the required services.
- (2) The Town Manager or Finance Director shall then request each such provider submit a proposed Scope of Services and a fee quotation. The Department Head shall review the proposals received. In the event he/she determines it to be in the best interest of the Town, prior to completing his/her review, to enter into negotiations with any service provider which has submitted a proposal with respect to the proposed scope of services, the proposed fee, or both, in order to have the project completed in the most efficient and economical manner possible; upon the conclusion of any such negotiations, the department head shall complete review of the proposals.
- (3) Upon completion of the proposals review, the Department Head shall prepare and submit to the Finance Director and Town Manager his/her recommendation as to which service provider should, in his/her professional judgment, receive authorization to perform the work. In making such determination he/she shall take into account factors set forth in Florida Statute, Section 287.055 (4)(b), with respect to service providers then under continuing contracts with the Town and the price for which the services are to be rendered.
- (4) The Town Manager will be the approving authority for all price proposals under ten thousand dollars (\$10,000.00); for all price proposals over ten thousand dollars (\$10,000.00) the Town Manager will review and make his/her recommendation to the Town Commission for approval.

Sec. 2-250. Alternative source selection.

(a) *Small purchases.* Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the Code; provided, however, no purchase shall be artificially divided so as to constitute a purchase for an amount less than the mandatory bid amount.

(b) *Sole source purchases.* The Town Manager may make or authorize a purchase without competitive bid when the appropriate department head has documented in writing that such good and/or service is the only item that meets the need and is available through only one source of supply. Sole source purchases greater than \$5,000.00 must be approved by the Town Manager. In addition, all sole source purchases exceeding ~~the mandatory bid amount~~ \$10,000.00 shall be approved by the Town Commission. Written determinations documenting sole source purchases shall be retained for a period of at least three years.

(c) *Emergency purchases.* The Town Manager or the Finance Director may make or authorize emergency purchases as defined herein. The appropriate Department Head shall document in writing that such goods and/or services needs to be purchased on an emergency basis, and Emergency purchases of \$10,000 or more shall be approved by the Town Commission at the next regularly scheduled Commission meeting. Written determinations documenting emergency purchases shall be retained for a period of at least three years.

(d) Authority to waive bidding. Bidding may be waived when it is determined to be not practicable or advantageous for the Town as declared by the Town Commission.

~~(d)~~ (e) *Cooperative purchases.* Notwithstanding any requirements of this division, the Town Manager or the Finance Director may purchase goods and/or services under contract with the federal, state, or municipal governments or any other governmental agency or political subdivision providing the vendor extends the same terms and conditions of the contract to the Town. Such purchases shall be subject to the approval levels specified in section 2-247.

~~(e)~~ (f) *Field purchase orders.* Field purchase orders may be utilized for purchases ~~up to \$500.00 of less than \$1,500.00.~~ Field purchase orders do not require the preparation of a purchase requisition by the procuring department ~~nor~~ or the approval of the Finance Director prior to the procurement of a commodity and/or service. The procuring department is responsible for ensuring that a competitive price is received for the commodity and/or service ordered, and that the budgetary appropriation for the commodity and/or service purchased is not over expanded. The Town Manager or the Finance Department shall determine the integrity of such purchases.

~~(f)~~ (g) *Construction services.* The procurement of construction services by the Town ~~and the Community Redevelopment Agency~~ shall be acquired in accordance with the competitive sealed bid process outlined in section 2-248.

(1) Bid security shall be required for all competitive sealed bidding for construction contracts when the total cost of construction is estimated by the Town Manager or the Finance Director to exceed ~~\$100,000.00~~ \$200,000.00. Bid security shall be an original bid bond executed by a surety company admitted and authorized to do business in the State of Florida. Cash, a certificate of deposit, treasurer's check, or a certified cashier's check satisfactory to the Town may be tendered in lieu of the bid bond. Nothing contained herein shall prevent the Town from requiring bid security on construction contracts under \$200,000.00 as determined in the discretion of the Town Manager to be in the best

interest of the Town. Bid security shall be in an amount deemed sufficient by the Town Manager to insure bid compliance but in no event shall the bid security be less than five percent of the bid amount.

(2) Bids or proposals which are submitted without the required bid security shall be rejected.

(3) Any person, firm or entity who enters into a written construction contract with the Town which is for \$200,000.00 or more, shall before commencing the work, execute and deliver to the Town within the time specified by the contract or procurement documents, a payment and performance bond, each in the amount equal to or greater than 100 percent of the total contract price, unless the amount of the bonds is reduced to a lesser amount as determined by the Town Commission, but in no event shall the amount of each bond be less than 100 percent of the total contract price. The bonds shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. The required bonds shall also be recorded in the public records of Palm Beach County. At the discretion of the Town Commission, any person or entity entering into a construction contract which is for \$200,000.00 or less may be exempted from executing the payment and performance bond.

(4) In lieu of the bond required by this section, a contractor may file with the Town an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. Ch. 625, pt. II. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of an alternative form of security shall be made by the Town Manager.

(5) The bond must state on its front page: the name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity; the contract number assigned by the contracting public entity; and a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement. Such bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in F.S. § 713.01, as amended, who furnish labor, services, or materials for the prosecution of the work provided for in the contract.

(6) If at any time after the execution of the contract and the surety bonds, the Town deems the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the contract, the Town may require the contractor, at its sole expense and within five days after the receipt of notice from the Town, to furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the Town. In such event, no further payment to the contractor shall be deemed to be due under the contract until such new or additional security shall be furnished in manner and form satisfactory to the Town as to protect the interests of the Town and ensure the payment of persons supplying labor and materials under the contract. Final payment of all construction projects shall be approved by the

Town Manager after certification of completion from the Community Development Director.

(7) Nothing herein shall prohibit the Town from deleting line items within the invitation to bid and purchasing said items directly from a supplier in an amount not exceeding the bid amount per line item of the successful bidder, without further bidding, in an effort to benefit from the Town's tax exempt status.

Sec. 2-251. Contract document.

(a) *General provisions.* Every procurement of contractual services shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services, which provisions and conditions shall not be limited to:

(1) A provision that bills for fees or other compensations for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(2) A provision allowing unilateral cancellation by the agency for the refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of F.S. ch. 119 and made or received by the contractor in conjunction with the contract.

(3) Where feasible, a provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings, and drafts, that must be received and accepted in writing by the contract manager prior to payment.

(4) A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.

(5) Where applicable, a provision specifying that the contract may be renewed on a yearly basis for a maximum of two years after the initial contract, the terms under which the cost may change as determined in the invitation to bid or request for proposal; and that renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of appropriate funds.

(b) **SIGNING OF WRITTEN AGREEMENT.** The written agreement shall be signed by the Town Manager and/or the Mayor and the contractor prior to the rendering of any contractual service, except in the case of a valid emergency as certified by the Town Manager.

Sec. 2-252. Protested solicitations and awards.

(a) **RIGHT TO PROTEST.** Any actual, or prospective bidder or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the Finance Director.

(b) **NOTICE.**

(1) A notice of bid protest must be submitted to the office of the Finance Director no later than 5:00 p.m., local time, three business days from the time of initial posting of notice of intent to award. ~~after the bid award.~~ The notice of bid protest

must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

(2) *Formal bid protest submission.* A formal written protest must be filed at the office of the Finance Director no later than 5:00 p.m., local time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

- a. Identification of the name, address and contact information of the protestor and the solicitation involved;
- b. A clear, brief, statement of the facts, legal arguments, and other grounds on which the protest is based;
- c. Identification of any applicable statutes, or ordinances, or other legal authorities which the protestor deems applicable to the; and
- d. Clearly state, in writing, the specific nature of the relief requested by protestor.
- e. Any additional written or physical materials, objects, statements, and arguments, which the protestor deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom the protestant is in dispute, and shall provide the Town Manager with evidence of such mailing.

(3) A formal written protest is considered filed with the Town when it is received by the Finance Director. Accordingly, a protest is not timely filed unless it is received by the Finance Department within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with section 2-253(a).

(c) *Authority to resolve.* The Finance Director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the Finance Director within five business days of the date of the written decision, whereby a protest committee, comprised of the Finance Director, Town Manager, Town Attorney, and the Department Head of the using department, shall have the authority to settle and resolve the protest.

(d) *Proceedings.* The Finance Director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The Town Clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.

(2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other committee members may make whatever inquiries deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply and the committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(4) A quorum of the committee consists of a majority of committee members. A decision shall be rendered by a majority vote of the committee members in attendance.

(5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined in this resolution, the solicitation or award shall be cancelled or revised.

(6) If it is determined that the solicitation or award should be upheld, the Finance Director shall promptly issue a decision on behalf of the committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the Town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

(e) *Stay of procurement during protests.* In the event of a timely protest, the Finance Director shall not proceed further with the solicitation or with the pending award of the contract until the Finance Director, with the advice of the Town Attorney and after consultation with the using department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the Town.

(f) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the Town Commission to settle actions pending before the courts.

(g) *Damages.* In the event of the court upholding the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

Sec. 2-253. Suspension and debarment.

(a) *Authority.* The Finance Director may suspend or debar for cause the right of a vendor to be included on a vendor list and any bid or response from that vendor rejected; provided, however, the Commission shall have the power to waive or lift such suspension or debarment.

(b) *Suspension.* A vendor may be suspended for a period not to exceed two years as determined by the Finance Director based upon the following:

- (1) Vendor defaults or fails to fully comply with the conditions, specifications, or terms of a bid, quotation, proposal or contract with the Town;
- (2) Vendor commits any fraud or misrepresentation in connection with a bid, quotation proposal or contract with the Town;
- (3) Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (4) Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to Town;
- (5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
- (6) Vendor commission or any act or omission to perform any act which is grounds for debarment;
- (7) Vendor violates the ethical standards set forth in local, state, or federal law;
- (8) Vendor fails to comply with the minority business enterprise participation or minority business enterprise requirements of an awarded contract; or
- (9) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(c) *Debarment.* A vendor may be permanently debarred for the following:

- (1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the Town twice in any three-year period.
- (2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the Town.

(d) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(e) *Public entity crime.* Any vendor who has been convicted of a public entity crime, as defined by F.S. § 287.133, shall not be able to transact business with the Town to the extent as specified in F.S. § 287.133(3)(a).

(f) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to section 2-252 within 21 days after the date of notification.

Sec. 2-254. Inspections and tests.

(a) The Finance Director or appropriate Department Head may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract.

(b) Any using department which has the staff and facilities for adequate inspection may be authorized by the Finance Director to inspect deliveries made to it.

(c) The Finance Director shall have the authority to require chemical and/or physical tests or samples submitted with bids and, samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the Finance Director shall have the authority to make use of any facilities of the Town where such tests may be competently performed or an outside laboratory may be utilized. Should the product fail such testing, the Town may require the vendor to pay the town for any expense incurred in testing.

Sec. 2-255. Equal opportunity/minority and women business enterprises.

(a) The Town shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the Town's procurement process and that no business shall be excluded from participation in, denied benefits of, or otherwise discriminated against in connection with the award and performance of any contracts with the Town because of race, color, religion, natural origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

(b) This division shall be read consistently with the Florida Civil Rights Act, F.S. ch. 760, and shall not repeal existing or subsequently enacted town minority/women business enterprise ordinances.

Sec. 2-256. Conflict of interest.

(a) The standards of conflict for public offices, employees, government and attorneys as set forth in F.S. § 112.313 are hereby adopted and incorporated herein by reference as if fully set forth herein.

(b) The Finance Director, every member of the Finance Director's staff, and any employee of the Town engaged in the procurement of goods and/or services are prohibited from accepting or receiving any money, rebate, gift or anything of value or any promise of future reward or compensation, from any person, firm or corporation to which any purchase or contract may be awarded. This prohibition shall not apply to holiday gifts with a value of \$25.00 or less.

Secs. 2-257--2-280. Reserved.

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 renumbered or re-lettered 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.

TAB 11

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

Meeting Date: 9-16-2009

Agenda Item No. 11

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Changes to the Reasonable Accommodation Ordinance

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager

[Signature]

Date:

9/11/09

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>[Signature]</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ <i>[Signature]</i> Or 9/11/2009 Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Town Attorney is suggesting changes/amendments to the existing Reasonable Accommodation Ordinance Section 78-6 of the Town Code. **Most of the items are "housekeeping" items. The substantive changes are to: (1) provide a definition of the term "qualifying entity"; (2) specify that appeals of the Special Magistrate's decision go to the Palm Beach County Circuit Court, instead of the Commission, and then to the Circuit Court; and (3) delete from the Code the application form so that it can be modified by staff as necessary without having to adopt an ordinance to modify the form.**

ORDINANCE NO. 16-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING SUBSECTIONS (1) THROUGH (9) OF SECTION 78-6, ENTITLED "REASONABLE ACCOMMODATIONS PROCEDURES"; PROVIDING FOR A DEFINITION OF THE TERM "QUALIFYING ENTITY"; PROVIDING FOR APPEALS OF THE DECISIONS TO A SPECIAL MAGISTRATE'S DECISION; PROVIDING FOR THE DELETION OF THE INCORPORATION OF AN APPLICATION FORM IN THE TOWN CODE; PROVIDING FOR PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, §2(b) of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the Town of Lake Park, Florida (the "Town") has the governmental and corporate powers of a duly constituted municipality; and

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

WHEREAS, on or about August 22, 2007 the Town Commission adopted Ordinance No. 18-2007, pursuant to which new Town Code Section 78-6 was created to establish reasonable accommodation procedures to be followed by the Town in the event a disabled individual(s) and/or a qualifying entity requests a reasonable accommodation, and a means where appropriate (based upon record evidence and current law), for the Town to grant a reasonable accommodations to an applicant if the criteria established in the procedure have been satisfied; and

WHEREAS, subsequent to the adoption of Ordinance 18-2007, and the codification of Town Code Section 78-6, Town Staff has reconsidered certain provisions of the reasonable accommodations procedure, and has determined that it is in the best interests of the Town to amend certain provisions contained in the procedure; and

WHEREAS, Town Staff has recommended to the Town Commission that subsections (4), (5), (6), (7), and (8) of Section 78-6, should be amended to change the designation of the individual authorized by the Town Commission to conduct the public quasi-judicial hearings on

requests for reasonable accommodations from the Town Manager to a Special Magistrate, who is a licensed and current member in good standing of the Florida Bar, and who is appointed by the Town Commission upon the recommendation of the Town Attorney for the limited purpose of conducting the hearing; and

WHEREAS, in addition, Town Staff has also recommended to the Town Commission that subsection (4) of Section 78-6, be further amended to provide for specific provisions for the notice of the hearing on the request for a reasonable accommodations, to wit: (a) the provision of courtesy mail notice of the public hearing to persons who own real property which abuts, is adjacent to, or is within 300 feet of the real property which is the subject of a request for a reasonable accommodation(s), and (b) newspaper publication of the notice of the public hearing containing a brief description of the request for reasonable accommodation and the property to which the request is applicable, the proposed reasonable accommodation(s) requested by the applicant, and the time and place of the hearing of the special magistrate on the request for reasonable accommodation, and a statement that all interested persons will be afforded an opportunity to speak and be heard at the hearing; and

WHEREAS, the Town Commission has reviewed the recommendations of Town Staff and other interested parties and members of the public, regarding the proposed amendments, and their consistency with the requirements of state and federal law; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety, and general welfare to amend Chapter 78, Article I, Section 78-6 (subsections (4), (5), (6), (7), and (8)) of the Town's Code, as more specifically provided herein.

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

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

Section 2. Chapter 78, Article I, Section 78-6, subsections (1), (2) (3) (4) (5), (6), (7), (8) and (9) are hereby amended to read as follows:

Sec. 78-6. Reasonable accommodation procedures.

(1) This section implements the policy of the town for processing requests for reasonable accommodation from the town's ordinances, rules, policies, practices, and procedures for persons

with disabilities as provided by the federal Fair Housing Amendments Act (42 U.S.C. 3601 et. seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et. seq.) ("ADA"). For purposes of this section, a "disabled individual" or a "disabled person" means an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or a qualifying entity) may apply for request a reasonable accommodation with respect to the town's land use or zoning laws, rules, policies, practices, and/or procedures as provided by the FHA and the ADA by submitting an application for a reasonable accommodation pursuant to the procedures set forth in this section. For purposes of this section, a qualifying entity may mean, for some applications, an entity licensed by the Department of Children and Families as a Level 1-5 treatment provider in the state of Florida. Applicants for a reasonable accommodation either individually, or, if applicable, through a qualifying entity must submit to the special magistrate proof that he or she is ~~be a disabled individual or a disabled and/or handicapped under the FHA and/or ADA that qualifies as disabled and/or handicapped under the FHA and/or ADA or an authorized agent, attorney or representative for a disabled person or individual.~~

(2) A request by a disabled person or individual ("applicant") for a reasonable accommodation under this section shall be made in writing by completing a form which is a form available in the town's community development department ("department"). ~~The completed form shall be submitted to the department for review and processing.~~ The form shall contain questions and requests for information, which are necessary for the town to process the reasonable accommodation request. ~~The form shall be substantially in the format set forth in Exhibit "A".~~

(3) If the information required to be provided by the applicant to the town, includes medical information and/or records, including records relating to the medical condition, diagnosis or medical history of the applicant, the applicant at the time of the submission of the medical information, may request that the town treat the medical information as confidential information of the applicant. In such case, the town shall endeavor to keep the applicant's medical information confidential to the extent permitted by law. The town shall thereafter use its best efforts to provide written notice to the applicant and/or the applicant's authorized agent, attorney or representative, of any request received by the town for disclosure of the medical information or documentation which the applicant has previously requested be treated as confidential by the town. The town will cooperate with the applicant to the extent allowed by law, in actions initiated by persons or entities that challenge or oppose the town's nondisclosure of medical information or records of the applicant. However, the town shall have no obligation to ~~initiate, prosecute, defend against, or pursue~~ any such action seeking to compel the production of public records, or to incur any legal or other expenses ~~(whether by retention of outside counsel or allocation of internal resources)~~ in connection therewith, and may produce the records to the extent the town determines the records are not exempt from the Public Records Act, or to comply with any judicial or administrative order without prior notice to the applicant.

(4) When a reasonable accommodation request form has been completed and submitted to the department, it will be scheduled for a quasi-judicial hearing before a ~~provided to the town attorney for review and consideration,~~ special magistrate shall ~~be selected and appointed by the town commission,~~ upon the recommendation of the town attorney to hear and decide requests for reasonable accommodation, after The application shall be duly noticed ~~public hearing has~~

~~been held on the request and members of the public have been permitted to be heard on the request and provide comments, input and other relevant information. Notice of the public hearing on the request for a reasonable accommodation shall be given at least 15 days before the public hearing in a newspaper of general circulation, and courtesy notice shall be given by certified mail, return receipt requested, to all landowners within 300 feet of the perimeter of the lot which is the subject of the request for a reasonable accommodation at least 15 days before the hearing of the special magistrate. The notice shall contain a brief description of the request for reasonable accommodation and the property to which the request is applicable, the proposed reasonable accommodation(s) requested by the applicant, and the time and place of the hearing of the special magistrate on the request for reasonable accommodation. Proof of publication of the notice shall be filed with the town clerk prior to public hearing of the special magistrate on the request for reasonable accommodation. For the purpose of this section, the measurement of 300 feet shall be taken in straight lines from the perimeter of the property which is the subject of the request for a reasonable accommodation. The provision for notice to all landowners within 300 feet may be dispensed with upon presentation to the special magistrate of a "waiver of notice" signed by all persons entitled to notice hereunder, which such waiver shall comply with the provisions of this section. Failure to receive such notice, however, shall not affect any action or proceeding taken hereon, nor is it intended to supplement the required notice provisions of state law for due process or any other purposes. The special magistrate shall not be required to render a decision on the request at the public hearing. The special magistrate shall issue a written determination on the request within 45 days of the date of receipt of a technically complete application. The special magistrate may, in accordance with federal law either: (1) grant the reasonable accommodation request in full, (2) grant a portion of the reasonable accommodation request and deny a portion of the reasonable accommodation request, and may also impose conditions upon the portion of the reasonable accommodation request that was granted, or (3) deny the reasonable accommodation request. Any denial of a reasonable accommodation request shall be in writing, and shall state the grounds for the denial. All decisions of the special magistrate on a request for reasonable accommodation shall be in writing and shall give the applicant notice of the applicant's right to appeal. The written decision of the special magistrate shall be sent to the applicant (i.e., the disabled individual or his/her authorized agent, attorney, or representative) by certified mail, return receipt requested, at the address specified for notice by the applicant on the application form. If the special magistrate determines that additional information from the applicant is necessary for the special magistrate to reach a determination on the request, the special magistrate may, prior to the end of the 45 day period, issue a written request to the applicant detailing the additional information and/or records which are necessary for the special magistrate to render a decision. The applicant shall have 15 days from the date of the written request for additional information within which to provide the requested information to the special magistrate. In the event the special magistrate timely requests the applicant to provide additional information, the 45 day determination period shall no longer be applicable, and the special magistrate shall issue a written administrative decision within 30 days after receipt of the additional requested information from the applicant. If the applicant fails to provide the requested additional information within the 15 day period, the special magistrate shall issue a written notice advising the applicant that, due to the fact that the applicant failed to timely submit the additional information, the request for reasonable accommodation has been deemed by the town to be abandoned by the applicant and/or withdrawn, and that no further action by the town regarding the applicant's reasonable accommodation request shall be taken.~~

(5) In determining whether a reasonable accommodation request should be granted or denied, the applicant, or, if applicable, the qualifying entity must establish that the applicant is protected under the provisions of the FHA and/or ADA by demonstrating that the applicant is handicapped or disabled, as defined in the FHA and/or ADA. Although the definition of disability is subject to judicial interpretation, for purposes of this section, the disabled individual who is the subject of the request for a reasonable accommodation must show: (i) a physical or mental impairment which substantially limits one or more major life activities; (ii) a record of having such impairment; and (iii) that the disabled individual is regarded as having such impairment. After satisfying the foregoing three criteria, the ~~applicant disabled individual who is the subject of the request for a reasonable accommodation~~ must demonstrate that the proposed accommodations being sought are reasonable and necessary to afford him/her an equal opportunity to use and enjoy housing. ~~The foregoing three criteria shall be the basis for the special magistrate's decision, and by the town commission in the event of an appeal.~~

(6) If denied, an applicant may appeal, by Writ of Certiorari the special magistrate's written decision on a reasonable accommodation request within 30 days after the date on which the written decision is rendered ~~by submitting a written notice of appeal to the town's community development director. All notices of appeal shall contain a statement of the request for reasonable accommodation, a statement of the facts and other evidence which the applicant contends supports the applicant's entitlement to a reasonable accommodation, a copy of the decision of the special magistrate and any legal argument which the applicant contends supports the applicant's appeal and the alleged error in the special magistrate's decision. Appeals shall be heard by the town commission at a duly noticed public hearing. The town commission shall render a written final order on the appeal as soon as is reasonably practicable, but in no event shall the decision be rendered more than 60 days after the notice of appeal has been filed by the applicant.~~

(7) No fee shall be imposed by the department in connection with a request for reasonable accommodation under this section, or for an appeal of a decision of the special magistrate. The town shall have no liability for or legal obligation to pay an applicant's attorney's fees or costs, including attorney's fees and costs incurred in any appeal at any appellate level.

(8) During the time when an application for reasonable accommodation ~~(or an appeal of a decision of the special magistrate)~~ is pending, the town shall not enforce the zoning ordinance, rules, policies, and procedures which are the subject of the request for a reasonable accommodation against the applicant.

(9) The following general provisions shall be applicable:

(a) The town shall display a notice in the town's public notice bulletin board (and shall maintain copies available for review in the department, the building/permitting division, and the town clerk's office), advising the public that disabled individuals (and qualifying entities, if applicable) may request a reasonable accommodation as provided in this section.

(b) A disabled individual, or if applicable a qualifying entity who has applied for a reasonable accommodation ~~on his/her own behalf~~, or may be represented at all stages of the reasonable accommodation process by a person designated by the disabled individual as their authorized

agent, attorney, or representative. If an attorney, authorized agent, or other representative is representing an individual or, if applicable, a qualifying entity, a written authorization designating the attorney, authorized agent, or representative shall be submitted together with the application.

(c) The town shall provide assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including without limitation, assistance with interpreting the reasonable accommodation application form and responding to the questions contained therein, assistance with completing the form, assistance with filing an appeal, and assistance in appearing at hearings to ensure the process is accessible.

EXHIBIT A

Reasonable accommodation request form:

1. Name of applicant: _____
- Telephone number: _____
2. Address: _____
3. Address of housing or other location at which accommodation is requested: _____
4. Describe qualifying disability or handicap: _____
5. Describe the accommodation and the specific regulation(s) and/or procedure(s) from which the accommodation is sought: _____
6. Reasons the reasonable accommodation may be necessary for the individual with disabilities to use and enjoy the housing or other service: _____
7. Name, address and telephone number of representative, if applicable: _____
8. Other information: _____
9. Signature of disabled individual or representative, if applicable, or qualifying entity: _____

Date: _____

Section 3. Codification.

The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the Town of Lake Park.

Section 4. Severability.

If any section, phrase, sentence 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 5. Repeal of Laws in Conflict.

All ordinances or parts of ordinances of the Town of Lake Park, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

TAB 12

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

Meeting Date: **September 16, 2009**

Agenda Item No. **12**

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Millage resolution.

RECOMMENDED MOTION/ACTION: Motion to adopt millage resolution for Fiscal Year 2009-2010.

Approved by Town Manager *W. Davis* Date: *9/10/09*
Annem. Costello *9/9/09*
 Name/Title Finance Director Date of Actual Submittal

Originating Department: Finance	Costs: \$ _____ Funding Source: Acct. # _____	Attachments: ORDINANCE
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: <u>August 2009</u> Paper: <u>TRIM Notices</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please Initial one.

Summary Explanation/Background: In accordance with Chapter 200.065 F.S. the Town must adopt a millage reslution to establish the millage rate for the next fiscal year. This is required for TRIM compliance.

RESOLUTION NO. 42-09-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2009/2010; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, §2 of the Florida Constitution the Town of Lake Park has the governmental, corporate and proprietary powers to conduct municipal government; and

WHEREAS, these powers include the power to adopt millage rates to be levied by the Town of Lake Park on all taxable real and tangible personal property within the Town each fiscal year; and

WHEREAS, the Town Commission has on this date held a properly advertised public hearing pursuant to the requirements of Section 200.065, *F.S.*, to adopt a millage rate for the Town's 2009/2010 Fiscal Year; and

WHEREAS, the Town Commission has discussed "the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased"; and

WHEREAS, the public has been allowed to speak and ask questions regarding the tentative millage rate prior to adoption and the Town Commission has explained the reasons for the increase, if any, over the rolled-back rate; and

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

Section 1. The whereas clauses are true and correct and incorporated herein.

Section 2. In order to fund the budget of the Town of Lake Park, a millage rate is hereby adopted and levied by the Town Commission of the Town of Lake Park, pursuant to the Laws and Constitution of the State of Florida, as follows:

The proposed millage rate computed to fund the Town's tentative budget is hereby approved and adopted in the sum of 8.5163 mills. For each \$1,000.00 of assessed valuation, said millage rate will raise a tax of \$578,878.

Section 3. The rolled-back millage rate computed by the Town of Lake Park pursuant to the instructions furnished by the Palm Beach County Property Appraiser for the Fiscal Year 2009/2010 is 10.0509 mills. The percentage, if any, by which the above specified millage rate to be levied by

the Town of Lake Park exceeds the rolled-back rate, are as follows:

A. The proposed millage rate is 15.27 percent below the rolled-back millage of 10.0509 mills.

B. The final millage rate is 15.27 percent below the rolled-back millage rate of 10.0509 mills.

Section 4. In order to fund the voter approved debt service for the Town of Lake Park, a millage rate of 1.4000 mills is hereby adopted by the Town Commission of the Town of Lake Park pursuant to the Laws and Constitution of the State of Florida.

Section 5. Pursuant to the millage rate aforesaid, the following amount of ad valorem taxes shall be raised and collected by the Town of Lake Park for municipal purposes and expenses for the fiscal year beginning October 1, 2009 and ending September 30, 2010, to-wit:

Under the proposed millage rate:	\$ 4,929,904
Under the final millage rate:	\$ 4,929,904

Section 6. Pursuant to the applicable provisions of the Constitution and Laws of the State of Florida and the Charter of the Town of Lake Park, there is hereby levied a general municipal millage rate as above stated, respectively, upon the dollar amount of the assessed valuation of all taxable real and tangible personal property in the Town of Lake Park as returned by the Palm Beach County Property Appraiser in the Town's behalf and fixed by the Town Commission as shown by the 2009 tax roll for the Town of Lake Park, allowing the homestead and all other lawful exemptions as shown therein.

Section 7. The millage hereby levied, as above stated, respectively, is hereby approved and certified by the Town Commission of the Town of Lake Park, pursuant to the laws of the State of Florida.

Section 8. The ad valorem taxes hereby levied are for the purpose of raising funds, revenues and moneys to be used, set aside and expended for the functions and purposes of the municipal government of the Town of Lake Park pursuant to the Constitution and Laws of the State of Florida and the Town Charter.

Section 9. The ad valorem taxes which are hereby levied are in excess of and above all other revenues to be received by the Town of Lake Park and are to be collected during the fiscal year beginning October 1, 2009 and ending September 30, 2010. All such ad valorem taxes so specified and levied are ordered to be extended upon the tax rolls, books and records of Palm Beach County in the proper millage in proportion to the valuation of such property as returned by the Palm Beach County Property Appraiser and fixed by the Town Commission of the Town of Lake Park.

Section 10. The Town Clerk is hereby directed to furnish a certified copy of this Resolution upon adoption respectively, to the Palm Beach County Property Appraiser, the Palm Beach County Tax Collector and the Department of Revenue of the State of Florida, as required by Law.

Section 11. This resolution shall take effect immediately upon adoption.

THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

TAB 13

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

Meeting Date: **September 16, 2009**

Agenda Item No. **13**

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Budget resolution.

RECOMMENDED MOTION/ACTION: Motion to adopt budget resolution for Fiscal Year 2009-2010.

Approved by Town Manager *He. Davis* Date: *9/10/09*
Concepcion Castella *9/9/09*
 Name/Title Finance Director Date of Actual Submittal

Originating Department: Finance	Costs: \$ Funding Source: Acct. #	Attachments: RESOLUTION
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: <u>August 2009</u> Paper: <u>TRIM Notice</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: In accordance with Chapter 200.065 F.S. the Town must approve a budget resolution to adopt the budget for the next fiscal year. This is required for TRIM compliance.

RESOLUTION NO. 43-09-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009, AND ENDING SEPTEMBER 30, 2010, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, pursuant to Article VIII, §2 of the Florida Constitution the Town of Lake Park has the governmental, corporate and proprietary powers to conduct municipal government; and

WHEREAS, pursuant to Section 166.241, Florida Statutes, each municipality in the state of Florida is required to establish a fiscal year beginning October 1 of each year and ending September 30 of the following year shall adopt a budget each fiscal year.

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

Section 1. As hereinafter stated in this resolution, the term "fiscal year" shall mean that period of time beginning October 1, 2009, and including September 30, 2010.

Section 2. The revenues hereinafter incorporated by reference shall be, and the same hereby are, appropriated to provide the monies to be used to pay the necessary operating and other expenses of the respective funds and departments of the Town of Lake Park for the above described fiscal year.

Section 3. Sums hereinafter incorporated by reference listed as operating and other expenses of the respective funds and departments of the Town shall be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for said fiscal year.

Section 4. The revenues and the expenses for which appropriations are hereby made, all set forth above, shall be as follows:

- A. As set out in the amended proposed Town of Lake Park General Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- B. As set out in the amended proposed Town of Lake Park Debt Service Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- C. As set out in the amended proposed Town of Lake Park Insurance Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- D. As set out in the amended proposed Town of Lake Park Streets & Roads Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- E. As set out in the amended proposed Town of Lake Park Marina Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- F. As set out in the amended proposed Town of Lake Park Stormwater Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.

- G. As set out in the amended proposed Town of Lake Park Sanitation Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.

Section 5. The sums hereinbefore incorporated by reference based upon departmental estimates prepared by the Town Manager and the Finance Director shall be, and the same hereby are, fixed and adopted as the budget for the operation of the Town of Lake Park Government and its other enterprises for the fiscal year beginning October 1, 2009.

Section 6. The Town Manager is hereby authorized to amend/transfer appropriations between departmental accounts provided; however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 7. The Town of Lake Park adopts the provisions of Florida Statutes 200 which provides for the expenditures of monies for the fiscal year based upon the tentative budget approved by the Town Commission of the Town of Lake Park.

Section 8. This Resolution shall take effect immediately upon adoption.

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TAB 14

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: 9-16-2009

Agenda Item No. 14

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

SUBJECT: Site plan review for a Petsmart store on Congress Ave to be built on the Kohl's outparcel.

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *M. J. Davis* **Date:** 9/14/09

Originating Department: Community Development	Costs: \$ <u>N/A</u> Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> Town Attorney <u><i>J.B.</i></u> <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <u><i>A. [Signature]</i></u>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ <u><i>[Signature]</i></u> Or <u>9/11/2009</u> Not applicable in this case _____: Please initial one.

Summary Explanation/Background: An application for site plan approval of a new 20,215 square foot Petsmart store. This development will be located on a 2.75 acre parcel which was originally part of the Kohls 14.73 acre site. This is the outparcel that is located at the corner of Congress Ave and Watertower Road. The area is zoned C-2 and the proposed retail use is allowed in that district. The site plan has been reviewed by the Planning & Zoning board and they attached additional conditions in addition to staff's conditions. The applicant has not provided the color and style of the split face architectural block that they are proposing for the building and was a condition of the P&Z review. In an attempt to be business friendly and move this project forward staff has decided to bring the application to the Town Commission for review with the understanding that the applicant will be able to provide the necessary materials and information at the TC meeting during their presentation. Staff feels comfortable approving the plans as long as the Commission feels they have received enough information regarding the looks of the building at that presentation. If there is concern that the presented materials are not sufficient to accurately represent what the building would look like then staff would recommend postponing a decision until the next meeting.

RESOLUTION NO. 44-09-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A 20,215 SQUARE FOOT PETSMART STORE, SUBJECT TO CONDITIONS OF APPROVAL, TO BE LOCATED ON A 2.75 ACRE PARCEL GENERALLY LOCATED AT THE NORTHEAST CORNER OF CONGRESS AVENUE AND WATERTOWER ROAD WITHIN THE C-2 ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Petsmart, ("Applicant") is the lessee of a 2.75 acre lease parcel of land owned by Congress Avenue Properties, Ltd. ("Owner"); and

WHEREAS, the Owner's property is generally located at the Northeast corner of Congress Avenue and Watertower Road in the Town of Lake Park, Florida, the legal description of which is attached hereto and incorporated herein as **Exhibit "A"** and its general location is as shown on **Exhibit "B"** which is attached hereto and incorporated herein ("subject property"); and

WHEREAS, the Applicant has submitted an application for approval of a site plan approval for the construction of a 20,215 square foot Petsmart Department Store on the subject property; and

WHEREAS, the Town of Lake Park's Planning and Zoning Commission has reviewed the Application and has made its recommendation to the Town Commission; and

WHEREAS, the Town Commission has conducted a quasi-judicial public hearing to consider the Application; and

WHEREAS, at this hearing, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan, and whether it meets the Town's Land Development Regulations, and

WHEREAS, at the hearing the Town Commission determined that certain conditions as set forth herein, are necessary for the Application to be consistent with the

Town's Comprehensive Plan and to meet the Town's Land Development Regulations:
and

WHEREAS, the Applicant , the Owner, and their successors and assigns shall be subject to the conditions contained in Section 2.

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

Section 1: The whereas clauses are incorporated herein as true and correct as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves the Applicant's site plan for a Petsmart Store subject to the following conditions:

1. Construction is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. Construction on holidays is permitted only upon the written approval of the Community Development Director.
2. Prior to any disturbance of the public right of way along Congress Avenue and Watertower Road, the Applicant /Owner shall obtain the written approvals of the Directors of the Town's Public Works and Community Development Departments prior to any construction.
3. Prior to any disruption of the nearby entrance/exit and parking areas along Congress Avenue and Watertower Road the Applicant/Owner shall obtain the written approval of the Community Development Director.
4. Any disruption beyond the boundaries of the Site shall require the Applicant or Owner's contractor to employ commonly accepted practices that ensures the safety and well being of the general public.
5. All approved landscaping shall be properly maintained by the Applicant/Owner. The Applicant/Owner shall guarantee all new landscape material installed on the Site as required by the approved Site Plan and Town Code for a minimum of three months from the date of the issuance of the Certificate of Occupancy by the Town. It shall be the responsibility of the Applicant/Owner to replace any and all dead or dying landscape material at any time the Site is not in compliance with the landscape requirements of the approved Site Plan and/or the Town Code, and also to comply with all property maintenance standards and requirements of the Town Code applicable to the Site.
6. The maintenance height for the landscaping shall be established and added to the Site Plan.

7. Safe and adequate pedestrian passage shall be maintained in front of the construction site along Congress Avenue and Watertower Road.
8. The Applicant/Owner shall ensure that any and all contractors use commonly accepted practices to reduce airborne dust and particulates during the construction phase.
9. All dumpsters shall be enclosed as noted on the Site Plan and enclosure doors kept shut at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town of Lake Park.
10. Prior to issuance of the Certificate of Occupancy, the Applicant/Owner shall provide certification from the Landscape Architect of record that the plant installations on site are in accordance with the Site Plan, including the landscape plans approved by the Town Commission.
11. Prior to the issuance of any building permit, copies of all other required permits from other agencies including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection shall be provided to the Town by the Applicant and/or the Owner.
12. The Applicant/Owner shall provide the Director of the Community Development Department with documentation from Palm Beach County that the proposed 20,215 square feet retail department store satisfied the County's Traffic Performance Standards ("TPS") and meets all traffic concurrency requirements, prior to site plan approval. Current approval has an expiration date of December 2009. An updated letter dated August 28, 2009 has been received and is being responded to. An extended build-out date is forthcoming.
13. A light shield is required is required for the wall lighting on the south elevation, facing Watertower Road, and must be reflected on the plans prior to finalizing site plan approval.
14. Landscape plans shall include the following, prior to finalizing site plan approval:
 1. Add "Park" to the tree and palm trimming note. Reflected on sheet LP-1.
 2. Add some Flowering color trees to parking islands that contain the Dahoon holly trees. Recommend Southern Magnolia (DD Blanchard), Queen crepe Myrtle or Golden rain tree from the Town of Lake Park List. Queen Crape Myrtle will be added. Reflected on sheet LP-1.
 2. Add and label the clear site triangles on the landscape plans. Reflected on sheet LP-3.

3. Change the on center spacing for the Muhly grass, Myrsine, Simpson stopper and Macho fern to 24".
 4. Pursuant to Seacoast agreement, two holly trees are being provided, with a root barrier, in the open area between the two existing live oaks proposed for removal on the west of the entrance of Water tower Road. Reflected on sheet LP-1.
 5. Add vines to the three trellises along the north side of the building similar to the south side. Bougainvillea has been noted on the south side and Black Magic on the north side. Reflected on sheet LP-1.
 6. Maintain the Kohl's ground cover consistency and intensity along Petsmart's section of Congress Avenue.
15. The Petsmart store shall be constructed in compliance with the following plans on file with the Town's Community Development Department or authorized revisions as noted below:
 - b. Master Plan, Site Plan & Architectural Elevations referenced as sheet MP-1/SP-1, and SK1/A2.0 respectively, dated 09/03/09 and _____ respectively prepared by Gentile Holloway O'Mahoney & Associates, Inc. who is the Planner of record and Barry Jay Greenberg who is the Architect of record for the Project, received and dated by the Department of Community Development on 09/08/09.
 - c. Engineering Plans, referenced as sheets C-1 thru C-4 dated 09/08/09 prepared by Smiley & Associates, Inc., received and dated by the Department of Community Development on 09/08/09.
 - d. Landscape plans referenced as sheets L-P1 through L-P3 dated 09/03/09 and prepared by Gentile Holloway O'Mahoney & Associates, Inc., who is the landscape architect of record received and dated by the Department of Community Development on 09/08/09.
 - e. Irrigation plan referenced as sheet IR-1 dated 09/03/09, prepared by Gentile Holloway O'Mahoney & Associates, Inc, received and dated by the Department of Community Development on 09/08/09.
 - f. Photometric plan referenced as sheet PH-1 and PH-2 dated _____, prepared by William E. Pino, received and dated by the Department of Community Development on _____.
 16. Any revisions to the approved Site Plan, landscape plan, architectural elevations, signs, statement of use, or other detail submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Community Development Department and shall be subject to its review and approval, unless the Town Code or a condition of approval requires Town Commission approval.
 17. The owner of record or authorized agent shall initiate the bona fide and continuous development of the property within 18 months from the effective date of development approval. Such development shall be completed within

18 months from the effective date of initiation of development as defined herein; unless there is a grant of extension as otherwise provided for in the Town of Lake Park Code of Ordinances Section 67-42 *Expiration of development approvals*.

18. **Cost Recovery.** All fees and costs, including legal fees, incurred by the Town in reviewing the Application and billed to the Applicant shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by the Applicant to reimburse the Town within the 10 days may result in the automatic revocation of any and all land development approvals by the Town and any other appropriate measures that the Town deems necessary and appropriate to secure payment.
19. A pre-construction meeting is required prior to the commencement of construction, once the building permit is issued.
20. Labeling the existing berm. Reflected on sheet LP-1.
21. Specifying the material for the trellis' (metal preferred). Applicant has agreed to aluminum or metal and will reflect the material on the building permit plans.
22. Specifying the different vine types on the north and south side trellis'. Bougainvillea has been noted on the south side and Black Magic on the north side. Reflected on sheet LP-1.
23. Specify the building material/colors and provide samples.

Section 3: This Resolution shall become effective upon adoption.

TAB 15

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: September 16, 2009

Agenda Item No. **15**

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

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

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

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

<input checked="" type="checkbox"/> DISCUSSION

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

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

SUBJECT: Marine Industries Association of Palm Beach County Family Fun Festival

RECOMMENDED MOTION/ACTION:

Staff recommends that the Town Commission approve the use of Lake Shore and Kelsey Parks at no charge for the Marine Industries Association of Palm Beach County Family Fun Festival on December 5, 2009.

Approved by Town Manager *W. Davis* Date: *9/11/09*

Name/Title _____ Date of Actual Submittal _____

Originating Department: Parks & Recreation	Costs: \$1,500 - \$2,000 Funding Source: Acct. #	Attachments: Palm Beach Holiday Boat Parade – Family Fun Festival Agreement
Department Review: <input checked="" type="checkbox"/> Parks & Recreation _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Commissioner Rumsey was contacted by a marketing firm which is partnering the Marine Industries of Palm Beach County to produce a holiday Family Fun Festival in conjunction with the Palm Beach County Holiday Boat parade. Kelsey and Lake Shore Parks are ideal locations for the festival and this firm is requesting permission to produce the festival utilizing the Town's parks and pavilion free of charge on December 5, 2009. .

The Family Fun Festival will consist of a VIP area for sponsors of this event, dignitaries, and elected officials. Other activities will include an outdoor stage with a band or DJ, food; face painting, pictures with Santa and fun casual games for children, tees with a marine theme. The event will take place from 3:00 to 9:00 PM. The anticipated attendance for this event is 2,500 – 3,500.

All costs with the exception of park clean-up during and after the event will be absorbed by the Marine Industry. The estimated cost for staff overtime hours required is approximately \$1,500 - \$2,000. These dollars are not budgeted and will have to be funded through the Non-Departmental Contingency Line item if the Commission chooses to fund these "in kind" services.

Staff believes that this is a very positive event that will showcase the Town's assets, and recommends approval.

Attached is an agreement for the use of Lake Shore Park on December 5, 2009 at no charge for the Marine Industries Association of Palm Beach County.



September 9, 2009

Mayor Desca DuBois
Vice-Mayor Jeff Carey
Commissioner Kendall Rumsey
Commissioner Patricia Osterman
Commissioner Ed Daly
Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Mayor, Commissioners, and Town Manager:

The Marine Industries Association of Palm Beach County (MIA-PBC) has orchestrated the annual Palm Beach Holiday Boat Parade as their “gift to the community” for more than 20 years. This special event kicks off the holiday season and is always held on the first Saturday in December. This year’s date is set for December 5, with a new Family Fun Festival held during the day.

The enchanting Holiday Boat Parade navigates a 15-mile path up the Intracoastal Waterway, winding through seven municipalities from Peanut Island to the Jupiter Lighthouse. Prominent viewing sites at waterfront parks, marinas, homes, condominiums, restaurants, and hotels line the parade route. With more than 100,000 spectators, the Holiday Boat Parade boasts one of the largest live audiences in the county, with a strong, enthusiastic loyalty base that grows every year.

Venue Marketing Group (Venue), under contract with the MIA-PBC has entered into a partnership to produce a holiday Family Fun Festival to enhance community involvement in the annual Palm Beach Holiday Boat Parade. The Family Fun Festival is designed to support the mission of the MIA-PBC, by promoting safe boating and water sports, while remaining committed to protecting the local marine habitats. With 47 miles of coastline in Palm Beach County, our waterways are an enjoyable component of the Florida lifestyle. It is our goal to bring this message to the community through an event that draws families to the waterfront.

After viewing the public waterfront areas in seven municipalities, our committee has determined that Kelsey Park at Lake Shore Park is the ideal venue for the Family Fun Festival.

Therefore, Venue Marketing Group requests the Town of Lake Park and its Parks and Recreation Department enter into a collaborative relationship to create, at no hard cost to Lake Park, the Family Fun Festival.

There are no funds allocated for the Palm Beach Holiday Boat Parade or the Family Fun Festival, however sponsorship dollars are being raised and we are well on our way to covering the basic costs.

We have outlined all components of the Family Fun Festival for your review and consideration, seeking your authorization of a mutual agreement associated with hosting the event in the Town of Lake Park.

**Palm Beach Holiday Boat Parade – Family Fun Festival
Agreement with the Town of Lake Park**

palmbeachboatparade.com

Who: The Marine Industries Association of Palm Beach County and Venue Marketing Group
 What: The Palm Beach Holiday Boat Parade, the U.S. Marines Toys for Tots annual toy drive, and the Family Fun Festival
 Date: Saturday, December 5, 2009
 Time: Parade departs Peanut Island at 6 p.m. and arrives at Castaways in Jupiter by 9:30 p.m.
 Day Event: Family Fun Festival starts at 3 p.m. and ends by 9 p.m.

Palm Beach Holiday Boat Parade:

Parade: A floating parade of lights, music, animation, and characters on decorated boats and yachts, transforms our waterways and officially launches the holiday season.
 Fireworks: A floating fireworks display lights up the sky along the route.
 Route: From Peanut Island to the Jupiter Lighthouse, the Palm Beach Holiday Boat Parade navigates a 15-mile path up the Intracoastal Waterway.
 Viewing: New to 2009 – Increased, multi-tiered publicity campaign emphasizing the multiple viewing sites that stretch through seven municipalities.

Family Fun Festival:

Also, new to 2009 is the Family Fun Festival. This event was added to expand the reach of the Marine Industries Association's message and to spread the holiday spirit. This is a public event with no admission fee, that will take place from 3 p.m. to 8 p.m. the day of the Holiday Boat Parade.

Site: Kelsey Park at Lake Shore Park, is beautifully appointed and lushly landscaped with an enhanced waterfront viewing area, ample parking, lighting, and a children's playground.
 Festival: Fun, casual games and entertainment for children, teens, and adults – with a marine theme. Activities will include face painting and pictures with Santa.
 Entertainment: Outdoor stage with band or D.J. for dancing and entertainment.
 VIP: A roped off area that includes the Lake Shore Park Pavilion, near the waterway, for VIP sponsors of the event, dignitaries, and elected officials.
 Food: Casual food and refreshments will be offered at reasonable prices.
 Attendance: 2,500-3,500 residents and visitors between 3 p.m. and 8 p.m.
 Benefit: The opportunity to be the "host city" for a premier annual event at no cost to the town.

Additional Benefits:

- Prominent recognition as the host site in all marketing material and advertising.
- Signage prior to the event and at the event.
- Prominent recognition as a U.S. Marines Toys for Tots collection point at City Hall and at the festival.
- Prominent listing in the MIA-PBC, *Coastlines* magazine, distributed to all registered boaters in Palm Beach County.
- Prominent listing in *Crosscurrents*, the newsletter of the MIA-PBC.
- The Palm Beach Holiday Boat Parade and Family Fun Festival events have been designated as Palm Beach County Centennial events.
- 20 tickets to the VIP hospitality event at Kelsey Park with reserved seating for the boat parade.
- 8 tickets to the Palm Beach Holiday Boat Parade awards dinner in January 2010 at the Buccaneer.
- 14 tickets to the Palm Beach International Boat Show in March 2010.
- Invitations to the U.S. Marines / MIA-PBC Kick-off cocktail party in November.

Town of Lake Park – “In-Kind Services” Support:

- 1) We respectfully request the Town of Lake Park support the Family Fun Festival by providing Kelsey Park at Lake Shore Park and the Pavilion at no charge on December 5, 2009.
- 2) Guidance from Greg Dowling, Director of Parks and Recreation, and the Lake Park staff, in planning, setting-up, and cleaning-up of the event.
- 3) Scheduled site maintenance and grooming prior to December 5 and clean-up on December 6, 2009.

Venue Marketing Group will be responsible for the production, execution, and management of the Family Fun Festival on Saturday, December 5 in celebration of the holiday season. Venue will be responsible for all costs associated with the signage, decorations, exhibits, games, refreshment, and entertainment for the event. Set-up will start 24 hours prior to the event and the festivities will be over by no later than 9 p.m. the day of the event. Venue agrees to adhere to the procedures and guidelines of the Town of Lake Park.

Terms and conditions accepted and agreed upon.

Tamra FitzGerald, President
Venue Marketing Group

Town of Lake Park, Florida

Date

Date