

Board Membership

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2016

Agenda Item No. Tab 11

Agenda Title: Joseph Rice – Nominated for appointment to the Planning & Zoning Board as a Regular Member

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: Board Membership Nomination**

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* **Date:** 9-7-16

Vivian Mendez, Town Clerk, CMC

Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Nomination by Mayor DuBois via email. • Commission-Appointment Board Volunteer List Memo. • Applicant's Town Board Application.
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ Or Not applicable in this case <i>YCA</i> Please initial one.

Summary Explanation/Background: The Town Clerk's Office received a volunteer board application for reappointment to a Town Board. The candidate's biographical information for this appointment has been placed in the Town Commission Dropbox.

Mayor DuBois has made a nomination to appoint the following applicant to the Planning & Zoning Board: Joseph Rice

Recommended Motion: In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee.

Vivian Mendez

From: James Dubois
Sent: Tuesday, September 6, 2016 11:25 AM
To: Vivian Mendez
Cc: Shaquita Edwards
Subject: Re: P&Z Nomination

Thanks, will you be uploading the application to the Drop Box?

James DuBois
Mayor
TOWN OF LAKE PARK
535 Park Avenue
Lake Park, FL 33403
561-881-3300 Main
561-718-8989 cell
www.lakeparkflorida.gov
Jdubois@lakeparkflorida.gov

Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone or in writing. Section 668.6076, F.S.

On Sep 6, 2016, at 10:48 AM, Vivian Mendez <vmendez@lakeparkflorida.gov> wrote:

Good morning Mayor,

Mr. Rice dropped off his P&Z application this morning. The P&Z Board only has four (4) members, therefore you would be nominating Mr. Rice for a regular membership on the P&Z Board. If you have any further questions please feel free to contact me.

Sincerely,

Vivian Mendez, CMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3311
561-881-3314 (fax)
vmendez@lakeparkflorida.gov

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From: James Dubois
Sent: Friday, September 2, 2016 1:26 PM
To: Vivian Mendez <vmendez@lakeparkflorida.gov>
Cc: Shaquita Edwards <sedwards@lakeparkflorida.gov>
Subject: P&Z Nomnation

Dear Vivian,

Joe Rice is dropping off a P&Z application today. After speaking to him I feel confident he will make a good member for the P&Z Board. I will be happy to nominate Mr. Rice as an Alternate or as a Regular member depending on which positions are available, and which current members may wish to, and or be eligible to, advance from Alternate to Regular membership. Could you please let me know which options, Regular or Alternate, might be available. thanks. James DuBois.

James DuBois
Mayor
TOWN OF LAKE PARK
535 Park Avenue
Lake Park, FL 33403
561-881-3300 Main
561-718-8989 cell
www.lakeparkflorida.gov
jdubois@lakeparkflorida.gov

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Office of the
Town Clerk

September 6, 2016

Commission-appointed Board Volunteer List:

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

Appointment:

Chad Billington has applied to be appointed to the Planning & Zoning Board as a regular member. The Planning & Zoning Board currently has one (1) regular and two (2) alternate membership openings.

Joseph Rice has applied to be appointed to the Planning & Zoning Board as a regular member. The Planning & Zoning Board currently has one (1) regular and two (2) alternate membership openings.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

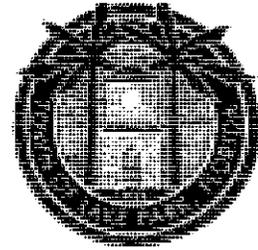
If you have any questions regarding the volunteer list please contact me.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov

RECEIVED

SEP 06 2016



Town Clerk's Office
TOWN OF LAKE PARK

The Town of Lake Park

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Rice Joseph D.
Last First Middle

Address: 315 Evergreen Dr Lake Park fl 33403

Birthday: Month: 08 Day: 02

Telephone: home 561-598-3067 work 561-881-8243 cell 561-881-6901

E-Mail Address joseph.rice1234@gmail.com.

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

If so, which one(s): Diversity Council of Lake Park

Have you been convicted of a crime NO

If so, when? N/A where? N/A

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

Active Boards:			
Choice #	Board	Choice #	Board
_____	CRA Board (Community Redevelopment Agency)	<u>1</u>	Planning & Zoning/Historic Preservation Board *
_____	Library Board		

Inactive Boards:	
Code Compliance	Construction Board of Adjustments & Appeals
Harbor Marina Advisory Board	Tree Board

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

Your Name: Joseph Rice

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

I am interested in continuing to build a positive living and working relationship with the Town of Lake Park.

Number of Meetings of the above boards you have attended in the past six months: 0

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

La Guardia Highschool - 4 yrs., Florida Metropolitan Univ - 2 yrs. F.E.M.A. Emergency Management Course - 1 yr

What is/was your profession or occupation: Local Business Owner.

How long: 1 yr.

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

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

of the community for the past two yrs, serving as a volunteer through Bridges and also serving as President of Lake Park P.P.

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

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

Signature: 

Date: 9/4/16.

New Business

TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2016

Agenda Item No. Tab 12

Agenda Title: A REQUEST FROM THE EVENT ORGANIZERS OF THE SOUTH FLORIDA SOUTHERN ROCK FESTIVAL TO WAIVE FACILITY RENTAL AND EVENT PARKING FEES FOR EVENT ON OCTOBER 1-2, 2016 AT LAKE SHORE PARK

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Riunite Franks

Date:

9-6-16

Riunite Franks, Special Events Director
Name/Title

Originating Department: Special Events	Costs: \$ 0 (see requests below) Funding Source: Acct. <input type="checkbox"/> Finance _____	Attachments: → Copy of Special Event Facility Rental Application → Copy of Special Event Permit Application
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 RCF _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Southern Promotions & Events has completed the Special Event Facility Rental Agreement and has paid the initial deposit of \$1,400 on August 18, 2016. A special event permit application was submitted by Southern Promotions & Events, LLC. on August 19, 2016 to the Community Development Department to host a two-day South Florida Southern Rock Festival on October 1-2, 2016 at Lake Shore Park and Indoor Pavilion. A portion of the proceeds from the South

Florida Southern Rock Festival will be given to Kiwanis Club of Lake Park, a non-profit organization.

Southern Promotions & Events is requesting that the Town Commission consider approving the following special "wavier" requests which cannot be granted administratively:

REQUESTED CATEGORY	VALUE (monetary or other)	APPLICANT REQUEST	NOTES
Lake Shore Park Indoor Pavilion Facility Rental (10/1/16)	\$1,336.20 rental fee \$200 deposit (1)	Waive Rental Fee	The Pavilion is proposed to be used by the event organizers for coordination purposes on 10/1/16 from 6am – 7pm for a total of \$1,336.20. <u>The total rate includes a staff fee of \$390 which the Town will incur even if the total fee is waived.</u> The facility will not be open to the public however, a staff member is required to open, monitor, clean and close the facility. The applicant has already paid the \$200 deposit and is not requesting a waiver of the deposit
Lake Shore Park Rental (10/1/16)	\$400 flat rate rental fee \$500 deposit (1)	Waive Rental Fee	The facility rental is a flat rate fee of \$400. The applicant has already paid the \$500 deposit and is not requesting a waiver of the deposit.
Lake Shore Park Indoor Pavilion Facility Rental (10/2/16)	\$1,274.40 rental fee \$200 deposit (1)	Waive Rental Fee	The Pavilion is proposed to be used by the event organizers for coordination purposes on 10/2/16 from 9am – 9pm for a total of \$1,274.40. <u>The total rate includes a staff fee of \$360 which the Town will incur even if the total fee is waived.</u> The facility will not be open to the public however, a staff member is required to open, monitor, clean and close the facility. The applicant has already paid the \$200 deposit and is not requesting a waiver of the deposit

Lake Shore Park Rental (10/2/16)	\$400 flat rate rental fee \$500 deposit (1)	Waive Rental Fee	The facility rental is a flat rate fee of \$400. The applicant has already paid the \$500 deposit and is not requesting a waiver of the deposit.
Park Avenue Outside Lane Parking	\$192.00	Waive Parking Fee	The event organizer would like to use the outside lane of Park Avenue for event parking. The cost given by the Public Works Department for the Set-Up and Breakdown is (2) men at (3) hours each at \$32.00 per hour for a total of \$192.00. <u>The Town will incur the total fee of \$192.00 if it is waived.</u>
Exclusive Use of Tennis Court Parking Lot (23 spaces) and Lake Shore Parking Lot (42 spaces)	Not Applicable	Eliminate these parking spaces from public use.	While these parking spaces are no longer metered, they are public parking spaces and as such, the Town Commission should be aware that approving the special event as proposed, would take these spaces away from the general public, but for on a paid basis.
TOTAL FISCAL IMPACT - \$3,602.60 and exclusive use of parking lots.			

(1) Applicant has already paid a total refundable deposit fee for the facility rental of \$700.00 and is not requesting a waiver of that fee.

Recommended Motion: At the Town Commission's discretion based on the information provided above.



TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
561-881-3338

TOWN OF LAKE PARK
08/18/16 3:55 PM teap

SOUTHERN PROMOTIONS

RECEIPT NO: A135471 AMOUNT
FKSD OCT 1 2016 700.00
DEPPV

FACILITY RENTAL RECEIPT

PAYMENT RECEIVED AMOUNT
CK 1001 700.00
TOTAL 700.00

NAME: Southern Promotions & Events, LLC
ADDRESS: 13 Sandpiper Court
Palm Coast, FL 32137
PHONE: (386) 405-9189

EVENT DATE: Saturday, October 1, 2016

EVENT TIME: 11:00 a.m. to 7:00 p.m.

SET-UP TIME: 6 a.m. - 11 a.m. BREAK DOWN TIME: NONE

EVENT TYPE: South Florida Southern Rock Festival

LOCATION: Indoor Pavilion & Lake Shore Park NO. OF PEOPLE ??

Table with columns for item description, calculation, and amount. Includes RENTAL (Plus 6% Tax), LAKE SHORE PARK FLAT RATE, RFRNT Resident fee, RFRNT Non-Resident, * Plus \$30/hr Personnel Fee, RFRNT Set-up/Breakdown, 001-347-505 Tablecloths, RENTAL FEE, and RFTAX.

TOTAL RENTAL FEE (From above taxed box) \$ 1,346.20

DEPMB/DEPPV DEPOSIT Deposit on park: \$500 + Deposit on Indoor Pav. \$200 \$ 700.00

RSCUR *PERSONNEL \$30.00/HR x 13 (ALL) HRS = \$ 390.00

Personnel/employee is paid for total hours (setup and event: 6 a.m. - 7 p.m.)
001-344-500 PREPAID PARKING PASSES (\$1.00/Hour)
Passes X Hours = \$

TOTAL: \$ 2,436.20

(Date 10 / 16 / 16) PAID TODAY: \$ 700.00

(14 days prior to the Event) BALANCE DUE: \$ 1,736.20

NOTES: October 1, 2016: Rental of Indoor Pavilion and Lake Shore Park



TOWN OF LAKE PARK
 535 Park Avenue
 Lake Park, FL 33403
 561-881-3338

TOWN OF LAKE PARK
 08/18/16 4:00 PM temp

SOUTHERN PROMOTIONS

RECEIPT NO: A135472 AMOUNT
 FMSD OCT 1 2016 700.00
 DEPPV

FACILITY RENTAL RECEIPT

PAYMENT RECEIVED AMOUNT
 CK 1001 700.00
 TOTAL 700.00

NAME: Southern Promotions & Events, LLC
 ADDRESS: 13 Sandpiper Court
Palm Coast, FL 32137
 PHONE: _____

EVENT DATE: Sunday, October 2, 2016

EVENT TIME: 11:00 a.m. to 7:00 p.m.

SET-UP TIME: 9 a.m. - 11 a.m. BREAK DOWN TIME: 7-9 p.m.

EVENT TYPE: South Florida Southern Rock Festival

LOCATION: Indoor Pavilion & Lake Shore Park NO. OF PEOPLE ??

<u>RENTAL (Plus 6% Tax)</u>		LAKE SHORE PARK FLAT RATE (10/2/16) \$	400.00
RFRNT Resident fee	\$ _____ /HR* X _____ HRS	\$	_____
RFRNT Non-Resident	\$ <u>90</u> /HR* X <u>8</u> HRS	\$	<u>720.00</u>
* Plus \$30/hr Personnel Fee (see below) (Indoor Pavilion for October 2, 2016)			
RFRNT Set-up/Breakdown	\$30.00/HR X <u>4</u> HRS	\$	<u>120.00</u>
001-347-505 Tablecloths	\$200 (FLAT RATE)	\$	_____
	RENTAL FEE	\$	<u>1,240.00</u>
RFTAX	TAX 6% (On Rental Fee only)	\$	<u>74.40</u>

TOTAL RENTAL FEE (From above taxed box) \$ 1,314.40

DEPMB/DEPPV DEPOSIT Deposit on park: \$500 + Deposit on Indoor Pav. \$200 \$ 700.00

RSCUR *PERSONNEL \$30.00/HR X 12 (ALL) HRS = \$ 360.00
 Personnel/employee is paid for total hours (setup and event: 6 a.m. - 7 p.m.)

001-344-500 PREPAID PARKING PASSES (\$1.00/Hour) \$ _____
 _____ Passes X _____ Hours =

TOTAL: \$ 2,374.40
 PAID TODAY: \$ 700.00
 BALANCE DUE: \$ 1,674.40

(Date 9/16/16)
 (14 days prior to the Event)

NOTES: October 2, 2016: Rental of Indoor Pavilion and Lake Shore Park

Rev. 2.2015 We are requesting to have the park rental fees waived
 n i h d

TOWN OF LAKE PARK

SPECIAL EVENT* - Facility Rental Application

Name: DAVID Kolodzik Organization: Southern Promotions Events, Inc.

Complete address: 13 Sandpiper Ct., Palm Coast, FL 32137

Street: 386-405-9189 City: South Florida Zip: 561-633-2041
Telephone Number(s): Southern Rock Festival Name of Event:

Date(s) of event: 10/1/16 to 10/2/16 Time of event: 11AM to 7pm both days

Facility/Facilities Requested (please check ALL facilities being requested):

- Mirror Ballroom - Deposit: \$250.00; Rental \$100/hr. + Tax; + \$30/hr. Staff Fee
- Lake Shore Park Indoor Pavilion - Deposit: \$200.00; Rental \$90/hr. + Tax + \$30/hr. Staff Fee
- Marina Room - Deposit: \$200.00; Rental \$90/hr. + Tax + \$30/hr. Staff Fee
- Kelsey Park - Deposit \$500.00; Rental: \$400.00 flat rate + Staff Fee: \$30.00/hr. + Tax
- Lake Shore Park - Deposit: \$500.00; Rental: \$400.00 flat rate + Staff Fee: \$30.00/hr. + Tax
- Other

[Signature]
Signature of Event Organizer

8/16/16
Date

***All SPECIAL EVENTS require complete payment to the Town of all rental fees, deposits, Certificate(s) of Liability Insurances as required, as well as submittal by the Event Organizer of a completed Special Event Permit Application to the Community Development Department at least sixty (60) calendar days prior to the date of the proposed SPECIAL EVENT.**

Please allow three to five days for the processing of your
SPECIAL EVENT FACILITY RENTAL APPLICATION.
Town Staff will contact you with facility availability and pricing.





Town of Lake Park Facility Usage Application

Day/Date of Event: Saturday, Oct 1 2016
Sunday, Oct 2 2016

Time of Event: Start 11:00 (a.m./p.m.) End 7:00 (a.m./p.m.)
Sat Set-up 6pm: 11 (a.m./p.m.) Breakdown None (a.m./p.m.)
Sun 9am: 11 (a.m./p.m.) 7pm: 9 (a.m./p.m.)

Number of Guests: ?

Rental Facility:

Harbor Marina "Sunset" Room
Kelsey Park: Gazebo Evergreen House
~~Kelsey Park/Lake Shore Park:~~ Entire
Lake Shore Park: Indoor Pavilion
 Picnic Pavilions (North, South, Playground)
Town Hall: Mirror Ballroom
W. Ilex Park

Type of Event: Baby Shower Birthday Party Meeting
 Wedding Ceremony Wedding Reception Other

Requests: Alcoholic Beverages Bounce House *
 Parking passes for # cars.
 Special Events Permit Required
**Requires a Certificate of Insurance*

Contact Information: David Kolodzik
Name: Southern Promotions + Events, Inc.
Address: 13 Sandpiper Court
Palm Coast, FL 32137

Home: () - - Cell: () - -
Work: (386) 405-9189 Other: () - -
E-mail: _____

Rental Deposit Refund: Mail to above contact and address: Yes No
If different from above mail deposit to: _____

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.

Renter: John R. [Signature] Date 8-17-16
Lake Park Staff: [Signature] Date 8-17-16



Facility Usage Agreement

This agreement, made the 17th day of August, 2016, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and Southern Promotions & Events LLC (Renter).

I understand that all party goers who are affiliated with this event are responsible for paying an hourly parking fee if renting a facility or renting the park in Lake Shore and Kelsey Park. The fee is \$1 per hour. You can pay either by coin which is located on the North & South side of Kelsey Park, or use debit or coin at either the tennis court parking lot or South parking lot located in Lake Shore Park.

Premises: Town leases to Renter and Renter leases from Town the Indoor Pavilion (Facility Name) & Lake Shore park

Term: The hours of rental are from 6:00 am o'clock 7:00 pm .m. until 9:00 am o'clock 9:00 pm .m. on (Oct 1, 2016) (Day/Date). 9:00 am - 9:00 pm (Oct 2, 2016)

Security Deposit: Renter shall deposit with Town the sum of \$ 1,400.00 as security for the full and faithful performance by Renter of all of Renter's obligations hereunder. The deposit shall be made at the time the reservation for the premise is made with Town. No interest shall be paid upon the security deposit nor shall Town be required to maintain said deposit in a segregated account. The security deposit shall not be considered prepaid rent. In the event that Renter shall default in the full and faithful performance of any of the terms hereof, then Town may, without notice, either retain the security deposit as liquidated damages, or Town may retain the same and apply it toward actual damages sustained by Town by reason of the default of the Renter. If the renter fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to Renter after fourteen (14) days after expiration of this agreement, including extension thereof.

Rental Rate: Renter shall pay Town the rental sum of \$ 1,674.40, fourteen (14) days prior to the event.

1,736.20 (10/1/2016)
\$ 3410.60 (10/2/2016)
total

Leases and Assignments: Renter shall not have the right to assign this agreement to any other person or entity.

Rules and Regulations: The rules and regulations included hereto shall be incorporated into and made a part of this agreement.

Indemnification: Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

General Provisions:

Captions: The captions or titles to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this agreement or of any parts thereof.

Joint and Several Obligations: If Renter consists of more than one person or entity, the obligation of all such persons is joint and several.

Situs: The agreement shall be constructed and interpreted according to the laws of the State of Florida.

In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

RENTER: Southern Promotions
(PRINT)

John R. Jones
(SIGNATURE)

DATE: 8 / 17 / 16

REVISED 9/3/2015



TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION

COMMUNITY
DATE/TIME RECEIVED:
AUG 19 2016
DEVELOPMENT

11:35

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Community Development Director at least 60 days in advance of your event by calling 561-881-3319.
This Application must be completed and submitted by the Event Organizer ("Applicant")

Instructions:

This completed Special Event Permit Application and all relevant attachments must be submitted to the Community Development Department not less than twenty-one (21) calendar days prior to the date of the proposed Event.

For events being proposed on Town Property, the deadline to submit is sixty (60) calendar days prior to the date of the proposed Event.

Application Fee Due and Payable Upon Submittal: \$75.00 (\$25.00 for individuals or Non-profit organizations)

Non-Profit IRS Tax Identification Number (required if Applicant is a non-profit):

(If applicable)

Name of Applicant (i.e. Event Organizer):

Southern Promotions and Events, Inc.

Name of Event:

South Florida Southern Rock Festival

Address/Location of Event:

6000 Lakeshore Drive, Lake Park, FL

LAKE SHORE PARK

If this Event requires a Town facility rental, please contact our Special Events Department at 561-840-0160 regarding the completion of the Facility Usage Application PRIOR to submitting this application.

same Sept. 2014

Dates/Times of the event (as applicable):

	Date	Day	Begin Time	End Time
Event Day 1	10/1/16	SAT	11 AM () PM	7 () AM PM
Event Day 2	10/2/16	SUN	11 AM () PM	7 () AM PM
Event Day 3			() AM () PM	() AM () PM
Event Day 4			() AM () PM	() AM () PM
Event Day 5			() AM () PM	() AM () PM
Event Day 6			() AM () PM	() AM () PM

Additional Applicant Information:

Name: Johnny Ringo Smith and/or Dave Kolodzik

Address: 1084 Raintree Drive, Palm Beach Gardens

State/Zip Florida 33410

CONTACT PHONE: 561-633-2041 : Ringo

Alternate Phone # 386-405-9189 : Dave

Fax: _____

E-mail: Ringo@thecoder.com / piratecuda@gmail.com

Description and Purpose of the Event

A family friendly music and bbq themed event for the community and to raise funds for the Kiwanis of LAKE PARK. The event will feature food and retail vendors along with a kids zone.

Estimated number of participants? 1500-2500 per day

Has this event ever occurred in the Town of Lake Park? Yes ___ No X

Has this site had a Special Event Permit this calendar year? Yes ___ No X

Will there be an admission fee for the Event? If yes, how much? Yes X (\$15) No ___

535 PARK AVENUE, LAKE PARK, FLORIDA • Phone 561-881-3318 • Fax 561-881-3323

Special Event Permit Application
Revised July 2016 same Sept 2014
Previous Editions Obsolete

- Will the event require the use of electricity? Yes No
- Will the event require water hook-up? Yes No
- *Will food and/or beverages be served? Yes No
- *Will the event have vendors or concession sales, including food? Yes No

****If the answers to the above questions are YES, the Applicant is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses. Florida hood system inspection reports are required for all food trucks and must accompany this Special Event Permit Application.***

All Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are \$1 million per occurrence and \$2 million aggregate. \$100,000 damage to rented premises must also be provided.

Applicants who are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(Applicant initial to acknowledge statement)

The Applicant holds full responsibility and liability for its vendors.

(Initial to acknowledge statement)

- **Will alcoholic beverages be served? Yes No

*****If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a \$1million limit must be included on the Certificate of Insurance.***

- *** Are you proposing signage?

Yes No

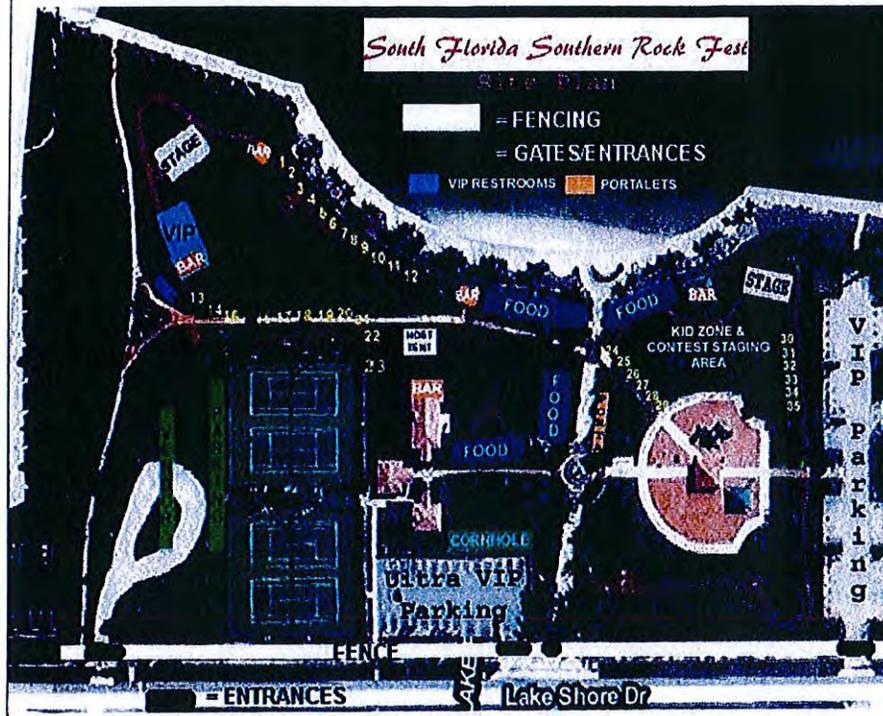
******If the answer to the above question is YES, please fill out the Signage Permit Application available in the Community Development Department. An additional \$100.00 application fee is required for this signage application. This application will be deemed incomplete if signage is proposed and a signage application is not submitted.***

Sign Permit # 880

Will the event have an official "Flyer" and/or promotional materials? Yes No
 If yes, please provide a copy of the "Flyer".

same Sept. 2014

Please provide a sketch of the Special Event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:



1. Directional signs with arrows on US 1 pointing to the park
2. Signs at the entry points - Entrance, VIP Parking, Will Call, Pre Paid, Lake Park Residents. You guys usually supply an A-Frame type vendor parking sign.
3. Inside the park signs include - VIP Check in, stage banners, ticket purchase signs, bar signs, itinerary signs, step and repeat banner, VIP only,

The information/directional signs will be about 2'x2' and most of them will be printed on paper. The inside the park banners will be 3'x 6'. The step and repeat banner will be about 8'x8'.

All the signage will go up the day of the event and will be removed Sunday at the conclusion of the event. The only sign that will go up prior is the banner we hang a few days early on the two poles at the park entrance.

IF TENTS ARE BEING UTILIZED:

MAXIMUM ALLOWABLE TENT SIZE IS 35' X 45'

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a Certificate of Flame Resistance is required and must accompany this Special Event Permit Application.

535 PARK AVENUE, LAKE PARK, FLORIDA Phone 561-881-3318 Fax 561-881-3323
 Special Event Permit Application
 Revised September 2014
 Previous Editions Obsolete

Visual enclosed

(FOR OFFICE USE ONLY)

SIGNATURES/APPROVALS:

Special Events Director
Please Sign and Date
PARKS & RECREATION DIRECTOR: (If applicable)

see attached DATE: 8/22/16

PUBLIC WORKS DIRECTOR:

see attached memorandum DATE: 9/1/16

MARINA DIRECTOR: (If applicable)

see attached DATE: 8/23/16

PALM BEACH COUNTY SHERIFF:

DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

DATE: _____

RISK MANAGEMENT: (If applicable)

DATE: _____

CODE COMPLIANCE OFFICER:

DATE: _____

COMMUNITY DEVELOPMENT DIRECTOR:

DATE: _____

Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: *David Kolodzik*

APPLICANT PRINTED NAME: David Kolodzik

DATE: 8/16/16

535 PARK AVENUE, LAKE PARK, FLORIDA Phone 561-881-3318 Fax 561-881-3323
Special Event Permit Application
Revised September 2014
Previous Editions Obsolete

ADA Requirements
Insurance Requirements

(FOR OFFICE USE ONLY)

SIGNATURES/APPROVALS:

Special Events Director Please Sign and Date
PARKS & RECREATION DIRECTOR: (If applicable)

Frank C. Grant DATE: 8-22-16

PUBLIC WORKS DIRECTOR:
DATE: _____

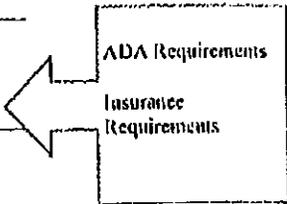
MARINA DIRECTOR: (If applicable)
DATE: _____

PALM BEACH COUNTY SHERIFF:
DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:
DATE: _____

RISK MANAGEMENT: (If applicable)
DATE: _____

CODE COMPLIANCE OFFICER:
DATE: _____



COMMUNITY DEVELOPMENT DIRECTOR:
DATE: _____

Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: *David Kolodzik*

APPLICANT PRINTED NAME: David Kolodzik

DATE: 8/16/16

(FOR OFFICE USE ONLY)

SIGNATURES/APPROVALS:

Special Events Director
Please Sign and Date
PARKS & RECREATION DIRECTOR: (If applicable)

DATE: _____

PUBLIC WORKS DIRECTOR:

DATE: _____

MARINA DIRECTOR: (If applicable)

[Signature]
DATE: 8/23/16

PALM BEACH COUNTY SHERIFF:

DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

DATE: _____

RISK MANAGEMENT: (If applicable)

DATE: _____

CODE COMPLIANCE OFFICER:

DATE: _____

[REDACTED]

COMMUNITY DEVELOPMENT DIRECTOR:

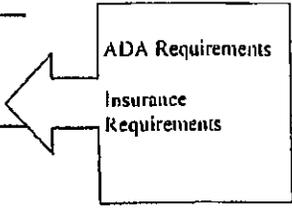
DATE: _____

Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: *[Signature]*

APPLICANT PRINTED NAME: David Kolodzik

DATE: 8/16/16



SOUTH FLORIDA SOUTHERN ROCK FEST!

Oct. 1st & 2nd 11 am - 7 pm

Featuring The Marshall Tucker Band along



With Molly Hatchet!

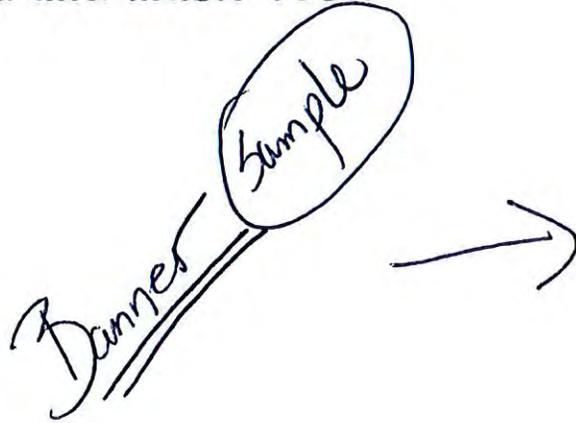


- Live bands on two stages!
- Little Rocker Kids Zone
- BBQ Competition

*Sponsor
Logos
Here*

- Cornhole Competition
- Food & Merchandise vendors
- Pirate Village & games

A family friendly food and music fest!



Actual Banner

THE MARSHALL TUCKER BAND

CODE RUM PRESENTS

MOLLY HATCHET

South Florida Southern Rock Fest

Oct. 1st **Oct 2nd**

a Rumageddon event **RUMAGEDDON.NET**

The banner features two electric guitars pointing towards the center. On the left guitar is the Marshall Tucker Band logo. On the right guitar is the Molly Hatchet logo. Below the guitars are two small photographs: one of the Marshall Tucker Band and one of Molly Hatchet. The background has a faint skull pattern.

Music ALL DAY for TWO DAYS on TWO stages!

Headlining the Kibwani of Lake Park

CODE RUM
Florida's Hottest Selling Rum



Southern Promotions & Events, Inc.



The Palm Beach Post
REL. NEWS STARTS HERE

DEPARTMENT OF COMMUNITY DEVELOPMENT
RECEIPTS TRANSMITTAL FORM

DATE: 8/19/2016
RECEIVED FROM: SOUTHERN PROMOTIONS & EVENTS, INC.

SOUTHERN PROMOTIONS

RECEIPT NO: A135526 AMOUNT
FWSD 16-000 100.00
SEPMT
FWSD 16-000 75.00
SEPMT

PAYMENT RECEIVED This space reserved for receipt Do not mark here AMOUNT
CK 1002 175.00

PERMIT NUMBER 16-000	TOTAL		175.00
----------------------	-------	--	--------

ACCT #

1. PERMITS

- (a) Building Permit Application for Zoning and/or PW review ONLY (no surcharge)
- (b) BUILDING PERMIT OR REVISION W/MINIMUM SURCHARGE
- (c) BUILDING PERMIT OR REVISION - OTHER
Permit (a) and (b) penalty Mark an "X"

--	--	--
- (d) SURCHARGES (3% OF PERMIT FEE, MINIMUM OF \$4.00) Over-ride >>

--	--	--

Surcharges (c) penalty
- (e) ADMINISTRATIVE FEE FOR BUILDING PERMITS
- (f) AFTER HOURS INSPECTION/REQUEST FOR B.O. SERVICES
- (g) RE-INSPECTION OR RE-INSTATEMENT FEES
- (h) SIGNAGE PERMIT

CODES

BLDPW	001-322.115			
BLDPR	SPLIT			
BLDPZ	SPLIT			
BLDPN	001-329.152	\$ -	\$ -	\$ -
BLDSR	001-208.300	\$ -	\$ -	\$ -
SURPN	001-329.153	\$ -	\$ -	\$ -
ADMBP	SPLIT			
BOINS	001-329.105			
INSPT	SPLIT			
SNPMT	001-329.200	\$ 100.00		
CONFE	001-318.110			

2. CONTRACTOR'S REGISTRATION

3. COPIES

No of Pages	#1	#2	#3
Maps			
Single sided (\$0.15 per page)			
Double sided (\$0.20 per page)			
Plans (\$0.96 per page) *			
Plans (color per page) *			

COPYS

COPYS

COPBP

001-341.900 \$ - \$ - \$ -

4. ADMINISTRATIVE COSTS FOR PUBLIC RECORDS REQUEST

PRADM 001-341.905

5. GARAGE SALE PERMIT

GRGSL 001-389.100

6. SPECIAL EVENT PERMIT

SEPMT 001-322.500 \$ 75.00

7. CODE COMPLIANCE

- (a) ADMINISTRATIVE COSTS (Including application fees)
- (b) FINES
- (c) PARKING VIOLATIONS
- (d) INTEREST
- (e) BANK REGISTRATION FEE

FNADM 001-354-110

FINCV 001-354.100

PRKFN 001-354.130

INTRT 001-381.130

BNKRE 001-342.520

8. REVIEW FEE SCHEDULE

	#1	#2	#3
(a) Reso. 42-11-11 Fee Sch.			
(b) DEPOSIT - PLAN REVIEW ESCROW			

PLNRV 001-342.510

PLNES 001-220.100

9. BUSINESS TAX RECEIPTS

- (a) ZONING CONFIRMATION & DETERMINATION / APPL. FEE
- (b) BUSINESS TAX RECEIPT FEES
- (c) TRANSFER FEE
- (d) OUTSIDE CONTRACTOR & EXTRA DECAL
- (e) BTR INSPECTION

OCAF 001-316.120

OCCLI 001-316.100

OCCTF 001-316.100

EXTDC 001-316.130

BTRIN SPLIT

OTINS 001-329.214

10. ALL OTHER INSPECTIONS

TOTAL \$ 175.00 \$ - \$ -

COMMENTS:

SOUTH FLORIDA SOUTHERN ROCK FESTIVAL

Grand Total \$ 175.00

Nadia DiTommaso

PBSO

From: Nadia DiTommaso
Sent: Friday, September 02, 2016 9:51 AM
To: 'piratecuda@gmail.com'
Cc: John D'Agostino; 'ThibodeauS@pbs0.org'; 'Gendreau, Thomas S.'; 'Kimberly Rowley (krowley@lakeparkflorida.gov)'; Riunite Franks; Johnny Ringo
Subject: PBSO Review - Southern Rock Festival

Good morning Dave-

PBSO is proposing the following additional service for your event:

- **Traffic –**
1 deputy 11:00 – 20:00
1 deputy 14:00 – 20:00

- **Inside security -** 2 deputies 10:30 – 14:30
4 deputies 14:00 – 20:00
1 sergeant 14:00 – 20:00

Lt. Gendreau and Lt. Thibodeau are copied on this email and either one can provide you with the PBSO Deputy request application form so that these Deputies can be secured in advance of your event. Confirmation that the Deputies have been secured will be required in writing prior to the special event permit issuance. Please contact PBSO directly should you have any questions on this review piece.

Lt. Steven Thibodeau
Alarm Enforcement / Permits / Chaplains
(561)687-6815

Lt. Thomas Gendreau, Commander
PBSO District 10, Lake Park
(561)881-3325

Thank you,

Nadia

Nadia Di Tommaso, LEED Green Associate
Community Development Director
Town of Lake Park
Community Development Department
535 Park Avenue
Lake Park, FL 33403



**Table 1
Device Spacing**

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50

To be setup in accordance with TA 20 of the MUTCD

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

MARK MEYERS
THE COMPANY THAT MARK MEYERS
 Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Advanced (Refresher)
 Date Expires 04/07/2019 Certificate # 6797
 Instructor John (Jay) Jordan FDOT Provider # 37

ATSSA
 Phone: 540-368-1701
 15 Riverside Parkway Ste. 100
 Fredericksburg, FL
 www.atssa.com
 donna.clark@atssa.com

ATSSA
 SAFER ROADS SAVE LIVES

MOT Plans INCORPORATED

611 NE 45 Street
 Oakland Park, FL 33334
 (954) 560-0450

SHEET 1
 MOT Plan

Southern Rock Festival

(FOR OFFICE USE ONLY)

SIGNATURES/APPROVALS:

Special Events Director
Please Sign and Date
PARKS & RECREATION DIRECTOR: (If applicable)

DATE: _____

PUBLIC WORKS DIRECTOR: OPS MGR
RICHARD SUTHERS DATE: *8/1/16*

MARINA DIRECTOR: (If applicable)

DATE: _____

PALM BEACH COUNTY SHERIFF:

DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

DATE: _____

RISK MANAGEMENT: (If applicable)

DATE: _____

CODE COMPLIANCE OFFICER:

DATE: _____

COMMUNITY DEVELOPMENT DIRECTOR:

DATE: _____

Additional Comments (reviewers may include attachments):

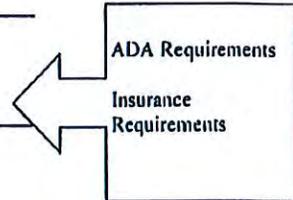
APPLICANT SIGNATURE: *David Kolodzik*

APPLICANT PRINTED NAME: David Kolodzik

DATE: 8/16/16

535 PARK AVENUE, LAKE PARK, FLORIDA Phone 561-881-3318 Fax 561-881-3323
Special Event Permit Application
Revised September 2014
Previous Editions Obsolete

SEE ATTACHED





Southern Promotions & Events, Inc.

Festivals - Concerts - Formal Events **Community**
Specializing in 501(c)3 Fund Raisers **AUG 29 2016**
www.southernpromotionsevents.com **Development**

13 Sandpiper Ct., Palm Coast, FL 32137
(386) 405-9189

August 28, 2016

Town of Lake Park
535 Park Ave.
Lake Park, FL 33403

RE: South Florida Southern Rock Festival
October 1 & 2

We respectfully request that the Southern most lane and the Northern most lane of Park Ave be designated as parking for the 2 day event. This will still allow 1 Eastbound and 1 Westbound lane during this weekend event.

Dave Kolodzik
President



MEMORANDUM

Community

SEP 01 2016

Development

Date: 8/30/16
To: Riunite Franks, Special Events Director
Nadia DiTommaso, Community Development Director
Special Event Permit File
From: Richard Scherle, DPW Operations
Subject: **Southern Rock Festival Cost Estimates for Town Provided Services and General Permit Conditions**

I recommend that the event promoter be charged \$833.80 for provision of Town services (breakdown below), in addition to a refundable security deposit of \$1800.00, for a **total of \$2,633.80**. This amount should be paid to the Town *prior* to engagement of event. Any unused portions of security deposit shall be refunded to event promoter. Actual costs may vary from best estimates.

Cost estimates are as follows:

A.) EVENT PARKING

- i. Lakeshore Drive Tape-off – (2) men @ (2) hours each @ \$32.00 per hour = \$128.00
- ii. Caution tape - \$7.95 per unit @ (4) units = \$31.80
- iii. Park Avenue Outside Lane Parking Set-up and take-down – (2) men @ (3) hours each @ \$32.00 per hour = \$192.00

Estimated Cost for Parking Control = \$351.80

B.) SANITATION SERVICE

- i. "Option 2" – (1) Operator with truck. (6) hours per day @ \$32.00 per hour = \$384.00
- ii. Tipping Fees – Estimated 8 yards. ~ \$98.00

Estimated Cost for Sanitation Service = \$482.00

C.) SECURITY DEPOSIT (Refundable)

- i. A security deposit of \$1800.00 is recommended for potential damages caused by vehicular traffic, vendor tents, large crowds, or other causes directly attributable to event; to turf, mulch trails, sidewalks, electrical outlets, bathrooms, etc. Also includes potential costs associated with litter and facility clean-up. PLEASE NOTE: A video site survey will be performed of the site two days prior to event to establish baseline condition of site prior to event activity.

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

E-mail: publicworks@lakeparkflorida.gov

requesting free of charge

add'n. \$800 security deposit for the park

D.) GENERAL CONDITIONS

- i. Reference site map submitted with permit for electrical outlet locations. Be advised that previous events have tried to use these 20 amp services for bounce houses but the inflator fan trips the breaker. Other event organizers have provided their own generators for high consumption electric devices. Unless requested, there will be no Town staff available to re-set tripped breakers. If a staff person who is familiar with the park's electric system is called in, the Event Organizer shall be responsible for reimbursing the Town for a minimum two hour call-back (regardless of the time spent under two hours) at the employee's overtime rate, with benefit package. Event Organizer or his/her vendors must supply their own extension cords. All cords must be free of splices or repairs and have grounding prongs intact.
- ii. The five potable water sources that are in the park are shown on the permit submittal. Event Organizer or his/her vendors must supply their own hoses. The Town shall supply one vandal proof key to turn these spigots on or off. **Do not attempt to turn these valve stems with pliers.**
- iii. Keep vehicles on paved or concrete surfaces and on the mulched jogging paths.
- iv. Town staff will make themselves available to walk the site with the Event Organizer the week of the event to identify the electric and water service locations and the approximate locations of sprinkler heads and lines. The Event Organizer must make arrangements for this walk-through by calling 561-881-3345 at least 48 hours in advance. It shall be the responsibility of the Event Organizer to leave the site in the condition they found it. A video recording, documenting the current site conditions, will be made two to three days before event.

Attachments:

- a.) Park Maps
- b.) Sanitation Options Detail

CC: Blake Rane, Finance Director

Town of
LAKE PARK



Department of
PUBLIC WORKS

MEMORANDUM

Community

Date: 9/1/16

SEP 01 2016

To: Riunite Franks; Nadia DiTommaso; Special Event Permit File **Development**

From: R. Scherle, DPW

Subject: **Amendment to General Conditions re: Southern Rock Festival**

Omitted but should be included:

1. MOT plans, prepared by qualified and appropriate party must be submitted and adhered to.

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

E-mail: publicworks@lakeparkflorida.gov

Lake Shore Park North

KEY

Yellow (●) Identify 20 amp full time services

Park light poles are controlled by photo cell at T courts, plugs on light poles are disabled.

(○) Potable water spigots

Lake Shore Park South



Key

Yellow (●) Identify 20 amp full time services

Park light poles are controlled by photo cell at Tennis courts, plugs on light poles are disabled.

(●) Potable water spigots



Public Works
Department

City of Lakeland, Florida

Lakeland, Florida 34601

Phone: 813-949-3333

Fax: 813-949-3333

www.lakelandfl.gov

8/24/16

To: Johnny Ringo

Re: South Florida Southern Rock Festival – Oct. 1-2, 2016. Service Confirmation.

Mr. Ringo,

In order to assure delivery of proper services as requested for your event, please take a moment to confirm the following:

SANITATION (please check one):

- Option 1: Basic 8yard dumpster service. Event organizer supplies labor and can liners for park garbage cans and disposes trash into dumpster for pickup. ~\$93.48.
- Option 2: Use 95 gallon garbage can Event Service. DPW shall place additional cans in the park, provide a truck with tipper, and an operator. Event organizer shall supply labor to bring cans to truck for disposal and to police grounds. *Est.~\$500.00*
- Option 3: Use 95 gallon garbage can Event Service, with Town staff to handle all garbage collection, including policing grounds. DPW shall place additional garbage cans in park, provide truck with tipper, operator, and laborer. *Est. ~\$900.00*

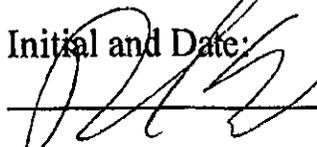
SPECIAL EVENT PARKING (please check one):

- None Requested (not recommended)
- Set-up event parking along Park Avenue (barricade outside lanes). Also, set-up parking barrier along Lakeshore Drive and associated area. *Est. ~\$500.00*

MISCELLANEOUS (check and initial)

- I understand that any damage to turf or irrigation system on Town property, caused by vehicular traffic, vendor tents, large crowds, or other causes directly attributable to event shall be repaired at Event Organizer's expense. Additionally, any time spent by Town staff picking up litter or debris not placed in the proper receptacles shall be charged back to the Event Organizer at the prevailing wage rate of each employee.

Initial and Date:

 8/24/16

We look forward to supporting your event. Please, do not hesitate to call with any questions, problems, or additional requests.

7 RICHARD SCHERLE
OPS MGR, DPW
8/24/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith & Associates Insurance Agency, Inc. PO Box 1578 New Smyrna Beach, FL 32170	CONTACT NAME: Autumn Scarsella PHONE (A/C No. Ext): 386-409-8004 FAX (A/C No.): 386-409-0012 E-MAIL ADDRESS: Autumn@smithinsagencyinc.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Southern Promotions & Events, Inc. 13 Sandpiper Ct. Palm Coast, FL 32137	INSURER A: Burlington Insurance Company	
	INSURER B: Mount Vernon Fire Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		164B563400	04/12/2016	04/12/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPROP AGG \$ Included
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability	X		GL2701964	10/01/2016	10/04/2016	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fundraising for 501C Charities
Event Planner

*Certificate Holder is listed as Additional Insured.

CERTIFICATE HOLDER Town of Lake Park 535 Park Avenue Lake Park, FL 33403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Autumn Scarsella</i>
--	---

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TAB 13



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2016

Agenda Item No. Tab 13

Agenda Title: Continuing Professional Services Contract with Calvin, Giordano & Associates in Support of the Park Avenue Roadway Improvement Project

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

Approved by Town Manager *J. R. C...* Date: 9-13-16

David Hunt
David Hunt / Public Works Director

Originating Department: Public Works	Costs: \$7,500.00 Funding Source: Streets & Roads Fund Acct. # 190-31000 <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	Attachments: CGA Proposal
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>JD</i></u> Please initial one.

Summary Explanation/Background:

In May of 2016, Calvin, Giordano & Associates (CGA) was issued a purchase order in the amount of \$9,650.00 for design services associated with pavement and paver repairs on Park Avenue from Seventh Street to Tenth Street.

CGA has delivered a preliminary set of plans to the Town for staff comments. These pavement repair plans were based upon a previously prepared geotechnical report that sought to explain the early formation of ruts and scattered shallow depressions in the 700 and 800 blocks of Park Avenue. Town staff also provided CGA with asphalt core samples from the 800 block. Based upon this

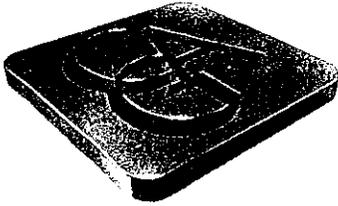
information, CGA has recommended a full roadway reconstruct for the 700 block and an asphalt mill and overlay for the remaining blocks. The paver brick crosswalks in each block will be replaced with stamped, colored concrete. Thermoplastic pavement markings that include shared bicycle lanes (sharrows) and parking spaces have also been designed.

The scope of the pavement replacement project will require Park Avenue traffic to be rerouted. CGA has prepared a quote for services to specify maintenance of traffic (M.O.T.) guidelines and to allocate time for attending meetings with Park Avenue stakeholders to explain the construction activity and the accommodations that are being made to maintain access to private property. CGA proposes to perform this work for \$7,500.00 (see attached proposal).

When issues associated with access to Park Avenue properties during construction have been resolved, CGA will prepare a scope of work that directs bidding contractors to adhere to the specified M.O.T. guidelines as part of their bid submittal. This is all a part of their bidding phase services.

Once the extent of the full project is confirmed, CGA will be providing a separate quote for construction phase services that will be brought before the Commission for review and approval.

Recommended Motion: I move to approve a contract with Calvin, Giordano & Associates in the amount of \$7,500.00 for Bidding Phase Services associated with the Park Avenue Roadway Improvement Project.



Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering
and Inspection
Construction Services
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Transportation Planning

GSA Contract Holder

560 Village Boulevard
Suite 340
West Palm Beach, FL
33409
561.684.6161 phone
561.684.6360 fax

www.cgasolutions.com

Additional Services Agreement

DATE: September 9, 2016
RE: Town of Lake Park Park Avenue Pavement Repair
CLIENT: Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

ATTENTION: Mr. Dave Hunt
CGA NO: 15-2748.29

CGA HAS BEEN ADVISED TO PROCEED WITH THE FOLLOWING ADDITIONAL SERVICES

Due to the client's request for work outside the original scope of services, Calvin, Giordano & Associates, Inc. will provide the following additional services:

I. Professional Engineering Services

A. Civil Engineering

We are pleased to prepare this scope and fee estimate for bidding phase services for pavement and paver repairs on Park Avenue from 7th Street to 10th Street:

Provide MOT Phasing Concept Plans for incorporation into the plan set. The selected contractor will be required to submit MOT plans based upon the MOT Phasing Concept Plans for approval prior to construction.

Conduct a public outreach meeting with Town staff to Park Avenue stakeholders including preparation of a Powerpoint presentation, meeting attendance and participation.

Assist the Town with bidding services, including attendance at a pre-bid meeting, and responses to RFIs as provided by contractors.

Any efforts related to post-bid construction administration services will require a separate Additional Services Agreement.

We propose to perform these services for a lump sum fee of \$7,500.

If the terms of this proposed scope and fee are acceptable to you, please notify me and we will prepare a formal proposal for signature. We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions, please feel free to contact us.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "David Frodsham", with a long, sweeping horizontal line extending to the right.

David Frodsham, P.E.

PROPOSED SCHEDULE OF FEES		
I	Professional Engineering Services	
	A. MOT Phasing Concept Plan Preparation	\$5,760.00
	B. Bid Phase Services	\$1,740.00
II	Meetings Not Included in I thru I	
TOTAL		\$7,500.00

MOT Phasing Concept Plan Preparation

	Hours	Hourly Rate	Total
Associate	0	\$165.00	\$ -
PM	8	\$145.00	\$ 1,160.00
PE III	0	\$125.00	\$ -
SR CADD	40	\$115.00	\$ 4,600.00
ENG II	0	\$105.00	\$ -
Clerical	0	\$75.00	\$ -
Total Hours	48		\$5,760.00

Bid Service Assistance

	Hours	Hourly Rate	Total
Associate	0	\$165.00	\$ -
PM	12	\$145.00	\$ 1,740.00
PE III	0	\$125.00	\$ -
SR CADD	0	\$115.00	\$ -
ENG II	0	\$105.00	\$ -
Clerical	0	\$75.00	\$ -
Total Hours	12		\$ 1,740.00

TAB 14



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2016

Agenda Item No. *Tab 14*

Agenda Title: Revision of the Employee Evaluation Forms for General Employees and for Department Head/Supervisory Employees

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

Approved by Town Manager *[Signature]* Date: *9-7-16*
[Signature]

Name/Title
HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Revised Employee Evaluation Forms in Redline Format; and, Current Employee Evaluation Forms
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>BMT</i></u> Please initial one.

Summary Explanation/Background:

As part of the Collective Bargaining Agreement between the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) (the "Agreement"), ratified by the Town Commission on January 6, 2016, all employees covered by this Agreement shall be eligible to receive the following merit increases during the second and third year of this Agreement based upon the outcome of individual performance evaluations:

- For achieving a total rating factor of 2.5 to 3.0. 1½ percent increase
- For achieving a total rating factor of greater than 3.0. 2 percent increase

Fiscal Year 2017 represents the second year of this Agreement.

It is management's intention that such merit increases be made available to all Town employees. Accordingly, the purpose of this agenda item is to revise the employee evaluation forms for those employees covered by this Agreement, as well as all other general employees and Department Head/Supervisory employees.

Recommended Motion: I move to approve the revised employee evaluation forms for General Employees and for Department Head/Supervisory Employees.

REVISED EMPLOYEE EVALUATION FORMS



TOWN OF LAKE PARK

GENERAL EMPLOYEE EVALUATION FORM

Name of Employee: _____

Position Title: _____ Department: _____

Employee Status: Full-Time Part-Time

The purpose of the evaluation is to formally assess job performance over a designated period of time and to provide an opportunity for the employee and his/her immediate supervisor to discuss all aspects of the job position, and if applicable, to determine performance based (i.e., merit) pay increases.¹

Type of Evaluation: Probationary Annual Other _____
Please specify

Evaluation Period: _____ to _____

Step 1. Self-Evaluation:

**The following section is to be completed by the employee and presented to the employee's supervisor (attach additional pages if more space is needed).
Please do not use pencil, or revise or reformat this form in any way.**

1. What were your strengths and accomplishments during this evaluation period?

2. In what areas do you think you could improve?

3. How will you accomplish your improvements (i.e., what can you do to improve your job performance)?

¹ For a more detailed discussion of the employee evaluation process, please refer to the Handbook of Procedures for Employees of the Town, Section 4. General Employee Evaluation Form
Revised 9/21/2016
Previous editions obsolete

4. How can the Town of Lake Park or your supervisor assist you in performing your job and fulfilling your job requirements?

5. What would you like to accomplish during the next evaluation period?

6. What suggestions do you have for improving department or Town services?



Rating Factor	Level	Definition
3.0	Above Expectations	Job performance that routinely is above the expectations of the job.
2.0	Meets Expectations	Job performance that routinely meets the expectations of the job.
1.0	Needs Improvement	Job performance that needs improvement in meeting the expectations of the job.
N/A	Not Applicable	Rating factor is not relevant to this position or not observable.



	3	2	1	N/A
How well does the employee . . .	***	***	***	***
Apply knowledge and skills necessary to perform job?				
Understand and use standard procedures?				
Demonstrate job knowledge, skills and abilities?				
Recognize job priorities?				
Develop realistic plans to accomplish assignment(s)?				

	3	2	1	N/A
How well does the employee . . .	***	***	***	***
Pay attention to accuracy and detail?				
Perform work according to job requirements?				
Recommend and/or implement creative, innovative and practical solutions?				
Assist the Town in meeting its goal of providing quality customer service to residents and businesses of the Town of Lake Park?				

	3	2	1	N/A
How well does the employee . . .	***	***	***	***
Follow instructions and complete work on time?				
Assume full responsibility for assigned tasks?				
Demonstrate reliability with respect to work completion?				

	3	2	1	N/A
How well does the employee . . .	***	***	***	***
Perform tasks with independence appropriate to the assignment?				
Actively seek additional assignments?				
Take effective action without being told?				
Communicate timely and accurate information to appropriate personnel?				

	3	2	1	N/A
How well does the employee . . .	***	***	***	***
Assist identifying solutions to problems or alternate courses of action?				
Evaluate the pros, cons and impact prior to making decisions?				
Take appropriate action when difficult situations arise?				

	3	2	1	N/A
How well does the employee . . .	***	***	***	***
Accept guidance willingly?				
Work with others to accomplish tasks?				
Respond promptly and courteously to co-workers?				
Respond promptly and courteously to the public?				

	3	2	1	N/A
How well does the employee . . .	***	***	***	***
Show concern for the safety of co-workers and the public?				
Operate equipment and machinery in accordance with established safety rules and regulations?				
Utilize personal protective equipment (PPE) suitable to the job performed?				

	3	2	1	N/A
How well does the employee . . .	***	***	***	***
Adhere to the Town's rules and regulations concerning attendance?				
Adhere to the Town's rules and regulations concerning punctuality?				
Observe and follow the Town's rules, regulations and procedures?				
Demonstrate a willingness to follow departmental rules, regulations and directives?				

Step 3. Evaluation Instructions:

Upon completion of scoring the employee, the evaluator must add up each rating of **1** to **3** to achieve a total score. If each assessment is scored and no "N/A" ratings are used, there is a possible 30 assessment ratings. Divide the total score (e.g., 90) by the number of ratings (e.g., 30) to arrive at an overall rating (e.g., 3.0) and round to closest rating under Total Rating Factor. **>3 denotes greater than 3**

TOTAL RATING FACTOR

PERCENT MERIT INCREASE

1.1 to 2.4
2.5 to 3.0
>3.0

0 percent
1½ percent
2 percent

Overall Evaluation Rating _____

Evaluator's Comments**

Signature: _____

Date: _____

Step 4. Post Evaluation Scoring:

The evaluator shall record a total overall rating of the employee. Prior to meeting with the employee, the evaluator shall confer with his/her Department Head, if applicable, in order for the evaluation to be reviewed.

List any job-related education or training programs for the employee to undertake during the next rating period.

List areas for employee improvement in the next evaluation period.

~~*Please note that the Town reserves the right to not provide a merit pay increase to Town employees in the absence of sufficient Town finances as set forth in Section 4 of the Handbook of Procedures for Employees of the Town of Lake Park.~~

Employee's Comments

Signature: _____ **Date:** _____
Employee's Signature Acknowledging Receipt

Signature: _____ **Date:** _____
Town Manager

.....
For Human Resource Dept. Use Only
Current Hourly Rate: \$ _____ Merit Percent Increase: _____% Proposed Hourly Rate: \$ _____



TOWN OF LAKE PARK

DEPARTMENT HEAD/DESIGNATED SUPERVISORY EVALUATION FORM

Name of Employee: _____

Position Title: _____ Department: _____

The purpose of the evaluation is to formally assess job performance over a designated period of time and to provide an opportunity for the employee and his/her immediate supervisor to discuss all aspects of the job position, and if applicable, to determine performance based (i.e., merit) pay increases.¹

Type of Evaluation: Annual Other _____

Please specify

Evaluation Period: _____ to _____

Step 1. Self-Evaluation:

The following section is to be completed by the employee and presented to the employee's immediate supervisor (attach additional pages if more space is needed). *Please do not use pencil, or revise or reformat this form in any way.*

1. What were your goals/objectives during this evaluation period?

2. What were your achievements/accomplishments during this evaluation period?

3. How well did you do in meeting your goals and objectives? (Use a rating factor of 0 to 4 as specified in Step 2 of this Form and explain how and why you gave yourself that rating.)

4. In what areas of your job do you believe you could improve and how would you accomplish those improvements?

¹ For a more detailed discussion of the employee evaluation process, please refer to the Town of Lake Park Handbook of Procedures for Employees of the Town, Section 4.

5. What can the Town of Lake Park and your immediate supervisor do to better assist you in performing your job and fulfilling your job requirements, goals and objectives?

6. What do you believe should be your goals/assessments for your next evaluation period?

Step 2. Employee Evaluation:
 Upon completion of Step 1 Self-Evaluation by the employee, the following evaluation section is to be completed by the employee's immediate supervisor using the following rating factors:

Rating Factor	Level	Definition
3.0	Above Expectations	Job performance that routinely is above the expectations of the job.
2.0	Meets Expectations	Job performance that routinely meets the expectations of the job.
1.0	Needs Improvement	Job performance that needs improvement in meeting the expectations of the job.
N/A	Not Applicable	Rating factor is not relevant to this position or not observable.

~~NOTE: After completing the evaluation of the employee, the immediate supervisor shall forward the Evaluation Form to the Department Head, if applicable, or the Town Manager for review before the evaluated employee receives his/her evaluation.~~

1. Planning

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	***
Set goals/objectives with end results that can be met?				
Develop strategies/tactics to meet schedules and deadlines?				
Communicate plans by involving appropriate parties?				

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	***
Arrange and allocate department resources?				
Prioritize, schedule and organize work activities?				
Arrange and allocate equipment/material resources?				

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	***
Use clear, logical and concise verbal communications?				
Use clear, logical and concise written communications?				
Communicate his/her expectations to departmental staff?				
Establish clear lines of communication within his/her Department and/or with consultants?				

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	***
Motivate, guide and influence staff (set a good example)?				
Create a work environment that fosters employee participation?				
Provide appropriate feedback through praise/discipline?				

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	***
Follow established policies and procedures?				
Make timely decisions?				
Implement decisions (follow through)?				

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	***
Assign authority/responsibility when delegating tasks?				
Assign work to meet goals and promote employee growth?				
Delegate tasks that challenge and motivate employees?				
Delegate tasks that are consistent with employee job responsibilities?				

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	**
Identify problems and utilize or suggest alternative strategies for resolving problems?				
Develop and implement innovative ideas that have a positive impact?				
Resolve daily, short-term and long-term issues?				
Evaluate alternatives?				

	3	2	1	N/A
How effective is the employee at . . .	***	***	***	***
Demonstrating knowledge and skills necessary to manage/supervise the department?				
Understanding general plans and goals of the department?				
Recognizing job priorities?				
Developing realistic plans for accomplishing assignments?				

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	***
Accept guidance willingly?				
Work with others to accomplish tasks?				
Respond to and interact positively and courteously with the public and co-workers?				

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	***
Assess strengths/developmental needs of staff?				
Assign staff consistent with employee job responsibilities?				

	3	2	1	N/A
How effectively does the employee. . .	***	***	***	***
Plan (budget) for and allocate financial resources?				
Stay within appropriated funding amounts?				
Consistently secure products and/or services that are cost effective?				

	3	2	1	N/A
How effectively does the employee . . .	***	***	***	***
Establish departmental goals?				
Achieve departmental goals?				
Assist the Town in meeting its goal of providing quality customer service to residents and businesses in the Town of Lake Park?				

	3	2	1	N/A
How well does the employee . . .	***	***	***	***
Demonstrate adherence to Town rules, regulations and policies?				
Observe work hours, attendance and punctuality consistent with an exempt, management or supervisory employee?				
Foster a leadership role in ensuring that the employee's individual work ethic sets a positive example for Town employees?				

Step 3. Evaluation Instructions:

Upon completion of scoring the employee, the evaluator must add up each rating of 1 to 3 to achieve a total score. If each assessment is scored and no "N/A" ratings are used, there is a possible 42 assessment ratings. Divide the total score (e.g., 126) by the number of ratings (e.g., 42) to arrive at an overall rating (e.g., 3.00) and round to closest rating under Total Rating Factor (e.g., 3.0). **>3 denotes greater than 3.**

TOTAL RATING FACTOR

PERCENT MERIT INCREASE

1.1 to 2.4
2.5 to 3.0
>3.0

0 percent
1½ percent
2 percent

Overall Evaluation Rating _____

~~*Please note that the Town reserves the right to not provide a merit pay increase to Town employees in the absence of sufficient Town finances as set forth in Section 4 of the Handbook of Procedures for Employees of the Town of Lake Park.~~

Evaluator's Comments**

Step 4. Post Evaluation Scoring:

The evaluator shall record a total overall rating of the employee in Section 3 above. Prior to meeting with the employee, the evaluator shall confer with his/her Department Head, if applicable, in order for the evaluation to be reviewed.

List any job-related education or training programs for the employee to undertake during the next rating period.

List agreed upon goals/objectives for the next evaluation period.

Signature: _____
Evaluator

Date: _____



Signature: _____
Employee's Signature Acknowledging Receipt

Date: _____

Signature: _____
Town Manager

Date: _____

.....
For Human Resource Dept. Use Only

Current Hourly Rate: \$ _____ Merit Percent Increase: _____% Proposed Hourly Rate: \$ _____

**CURRENT EMPLOYEE EVALUATION
FORMS**



TOWN OF LAKE PARK

GENERAL EMPLOYEE EVALUATION FORM

Name of Employee: _____

Position Title: _____ Department: _____

Employee Status: Full-Time Part-Time

The purpose of the evaluation is to formally assess job performance over a designated period of time and to provide an opportunity for the employee and his/her immediate supervisor to discuss all aspects of the job position, and if applicable, to determine performance based (i.e., merit) pay increases.¹

Type of Evaluation: Probationary Annual Other _____
Please specify

Evaluation Period: _____ to _____

Step 1. Self-Evaluation:
The following section is to be completed by the employee and presented to the employee's supervisor (attach additional pages if more space is needed).
Please do not use pencil, or revise or reformat this form in any way.

1. What were your strengths and accomplishments during this evaluation period?

2. In what areas do you think you could improve?

3. How will you accomplish your improvements (i.e., what can you do to improve your job performance)?

¹ For a more detailed discussion of the employee evaluation process, please refer to the Handbook of Procedures for Employees of the Town, Section 4. General Employee Evaluation Form Page 1 of 6 Pages
Revised 8/15/2012
Previous editions obsolete

4. How can the Town of Lake Park or your supervisor assist you in performing your job and fulfilling your job requirements?

5. What would you like to accomplish during the next evaluation period?

6. What suggestions do you have for improving department or Town services?



Rating Factor	Level	Definition
4	Excellent	Job performance that consistently achieves and exceeds the expectations of the job
3	Above Expectations	Job performance that routinely is above the expectations of the job.
2	Meets Expectations	Job performance that routinely meets the expectations of the job.
1	Needs Improvement	Job performance that needs improvement in meeting the expectations of the job.
0	Below Expectations	Job performance that routinely falls below the minimum expectations and requirements of the job
N/A	Not Applicable	Rating factor is not relevant to this position or not observable.



	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Apply knowledge and skills necessary to perform job?						
Understand and use standard procedures?						
Demonstrate job knowledge, skills and abilities?						
Recognize job priorities?						
Develop realistic plans to accomplish assignment(s)?						



	4	3	2	1	0	N/A
How well does the employee . . .	****	***	***	***	***	***
Pay attention to accuracy and detail?						
Perform work according to job requirements?						
Recommend and/or implement creative, innovative and practical solutions?						
Assist the Town in meeting its goal of providing quality customer service to residents and businesses of the Town of Lake Park?						



	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Follow instructions and complete work on time?						
Assume full responsibility for assigned tasks?						
Demonstrate reliability with respect to work completion?						



	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Perform tasks with independence appropriate to the assignment?						
Actively seek additional assignments?						
Take effective action without being told?						
Communicate timely and accurate information to appropriate personnel?						

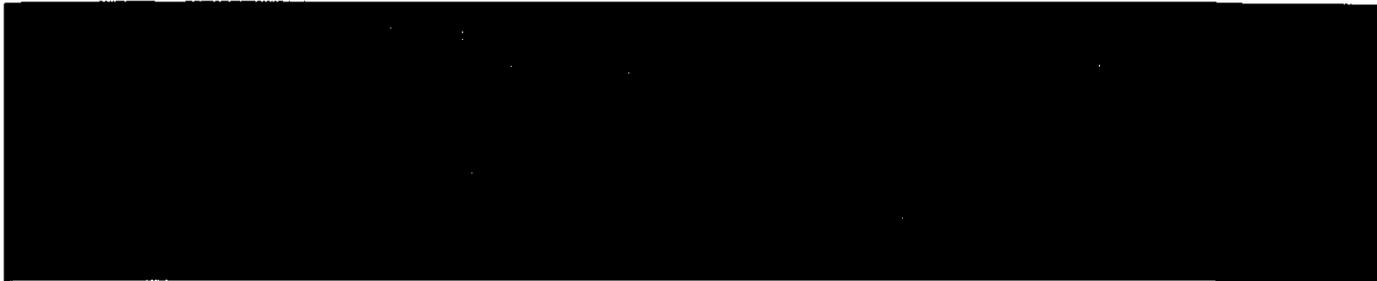


	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Assist identifying solutions to problems or alternate courses of action?						
Evaluate the pros, cons and impact prior to making decisions?						
Take appropriate action when difficult situations arise?						

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Accept guidance willingly?						
Work with others to accomplish tasks?						
Respond promptly and courteously to co-workers?						
Respond promptly and courteously to the public?						

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Show concern for the safety of co-workers and the public?						
Operate equipment and machinery in accordance with established safety rules and regulations?						
Utilize personal protective equipment (PPE) suitable to the job performed?						

	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Adhere to the Town's rules and regulations concerning attendance?						
Adhere to the Town's rules and regulations concerning punctuality?						
Observe and follow the Town's rules, regulations and procedures?						
Demonstrate a willingness to follow departmental rules, regulations and directives?						



TOTAL RATING FACTOR

PERCENT MERIT INCREASE

0 to 1.9
2.0 to 2.5
2.6 to 3.0
3.1 to 3.5
3.6 to 4.0

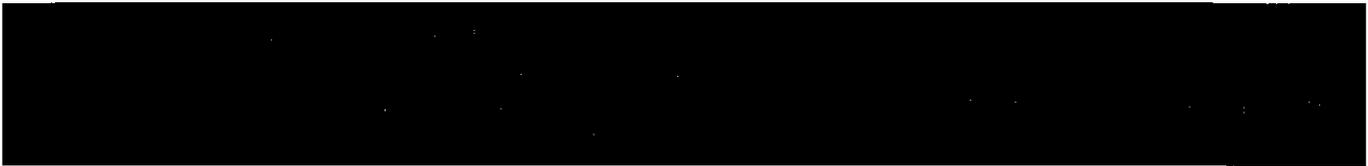
0 percent
2 percent
3 percent
4 percent
5 percent

Overall Evaluation Rating _____



Signature: _____

Date: _____



List any job-related education or training programs for the employee to undertake during the next rating period.

List areas for employee improvement in the next evaluation period.

***Please note that the Town reserves the right to not provide a merit pay increase to Town employees in the absence of sufficient Town finances as set forth in Section 4 of the Handbook of Procedures for Employees of the Town of Lake Park.**



Signature: _____ **Date:** _____
Employee's Signature Acknowledging Receipt

Signature: _____ **Date:** _____
Town Manager

.....
For Human Resource Dept. Use Only

Current Hourly Rate: \$ _____ Merit Percent Increase: _____% Proposed Hourly Rate: \$ _____



TOWN OF LAKE PARK

DEPARTMENT HEAD/DESIGNATED SUPERVISORY EVALUATION FORM

Name of Employee: _____

Position Title: _____ Department: _____

The purpose of the evaluation is to formally assess job performance over a designated period of time and to provide an opportunity for the employee and his/her immediate supervisor to discuss all aspects of the job position, and if applicable, to determine performance based (i.e., merit) pay increases.¹

Type of Evaluation: Annual Other _____

Please specify

Evaluation Period: _____ to _____

Step 1. Self-Evaluation:

The following section is to be completed by the employee and presented to the employee's immediate supervisor (attach additional pages if more space is needed). Please do not use pencil, or revise or reformat this form in any way.

1. What were your goals/objectives during this evaluation period?

2. What were your achievements/accomplishments during this evaluation period?

3. How well did you do in meeting your goals and objectives? (Use a rating factor of 0 to 4 as specified in Step 2 of this Form and explain how and why you gave yourself that rating.)

4. In what areas of your job do you believe you could improve and how would you accomplish those improvements?

¹ For a more detailed discussion of the employee evaluation process, please refer to the Town of Lake Park Handbook of Procedures for Employees of the Town, Section 4.
Department Head/Designated Supervisory Evaluation Form
Revised 8/15/2012
Previous editions obsolete

5. What can the Town of Lake Park and your immediate supervisor do to better assist you in performing your job and fulfilling your job requirements, goals and objectives?

6. What do you believe should be your goals/assessments for your next evaluation period?



Rating Factor	Level	Definition
4	Excellent	Job performance that consistently achieves and exceeds the expectations of the job.
3	Above Expectations	Job performance that routinely is above the expectations of the job.
2	Meets Expectations	Job performance that routinely meets the expectations of the job.
1	Needs Improvement	Job performance that needs improvement in meeting the expectations of the job.
0	Below Expectations	Job performance that routinely falls below the minimum expectations and requirements of the job.
N/A	Not Applicable	Rating factor is not relevant to this position or not observable.

NOTE: After completing the evaluation of the employee, the immediate supervisor shall forward the Evaluation Form to the Department Head, if applicable, or the Town Manager for review before the evaluated employee receives his/her evaluation.



	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Set goals/objectives with end results that can be met?						
Develop strategies/tactics to meet schedules and deadlines?						
Communicate plans by involving appropriate parties?						

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Arrange and allocate department resources?						
Prioritize, schedule and organize work activities?						
Arrange and allocate equipment/material resources?						

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Use clear, logical and concise verbal communications?						
Use clear, logical and concise written communications?						
Communicate his/her expectations to departmental staff?						
Establish clear lines of communication within his/her Department and/or with consultants?						

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Motivate, guide and influence staff (set a good example)?						
Create a work environment that fosters employee participation?						
Provide appropriate feedback through praise/discipline?						

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Follow established policies and procedures?						
Make timely decisions?						
Implement decisions (follow through)?						

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Assign authority/responsibility when delegating tasks?						
Assign work to meet goals and promote employee growth?						
Delegate tasks that challenge and motivate employees?						
Delegate tasks that are consistent with employee job responsibilities?						

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	**
Identify problems and utilize or suggest alternative strategies for resolving problems?						
Develop and implement innovative ideas that have a positive Impact?						
Resolve daily, short-term and long-term issues?						
Evaluate alternatives?						

	4	3	2	1	0	N/A
How effective is the employee at . . .	***	***	***	***	***	***
Demonstrating knowledge and skills necessary to manage/supervise the department?						
Understanding general plans and goals of the department?						
Recognizing job priorities?						
Developing realistic plans for accomplishing assignments?						

	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Accept guidance willingly?						
Work with others to accomplish tasks?						
Respond to and interact positively and courteously with the public and co-workers?						



	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Assess strengths/developmental needs of staff?						
Assign staff consistent with employee job responsibilities?						



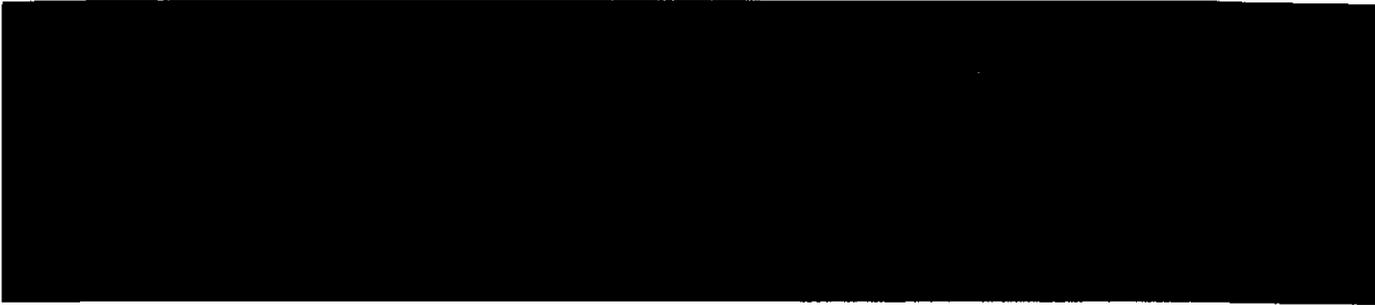
	4	3	2	1	0	N/A
How effectively does the employee. . .	***	***	***	***	***	***
Plan (budget) for and allocate financial resources?						
Stay within appropriated funding amounts?						
Consistently secure products and/or services that are cost effective?						



	4	3	2	1	0	N/A
How effectively does the employee . . .	***	***	***	***	***	***
Establish departmental goals?						
Achieve departmental goals?						
Assist the Town in meeting its goal of providing quality customer service to residents and businesses in the Town of Lake Park?						



	4	3	2	1	0	N/A
How well does the employee . . .	***	***	***	***	***	***
Demonstrate adherence to Town rules, regulations and policies?						
Observe work hours, attendance and punctuality consistent with an exempt, management or supervisory employee?						
Foster a leadership role in ensuring that the employee's individual work ethic sets a positive example for Town employees?						



TOTAL RATING FACTOR

PERCENT MERIT INCREASE

0 to 1.9
2.0 to 2.5
2.6 to 3.0
3.1 to 3.5
3.6 to 4.0

0 percent
2 percent
3 percent
4 percent
5 percent

Overall Evaluation Rating_____

***Please note that the Town reserves the right to not provide a merit pay increase to Town employees in the absence of sufficient Town finances as set forth in Section 4 of the Handbook of Procedures for Employees of the Town of Lake Park.**





List any job-related education or training programs for the employee to undertake during the next rating period.

List agreed upon goals/objectives for the next evaluation period.

Signature: _____
Evaluator

Date: _____



Signature: _____
Employee's Signature Acknowledging Receipt

Date: _____

Signature: _____
Town Manager

Date: _____

.....
For Human Resource Dept. Use Only

Current Hourly Rate: \$ _____ Merit Percent Increase: _____ % Proposed Hourly Rate: \$ _____

TAB 15



Town of Lake Park Town Commission

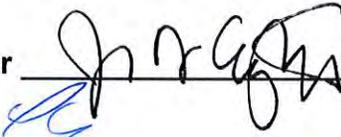
Agenda Request Form

Meeting Date: September 21, 2016

Agenda Item No. Tab 15

Agenda Title: Resolution Authorizing the Mayor to Sign the Grant Agreement for State Aid to Libraries

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

Approved by Town Manager  Date: 9-13-16, 2016
 Karen Mahnk, Library Director
 Name/Title _____

Originating Department: <p style="text-align: center;">LIBRARY</p>	Costs: \$ N/A Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: - Resolution No. <u>40</u> -09-16 - Grant Agreement - Long Range Plan <p style="text-align: right;">Exhibit "A"</p> - Annual Plan of Service as <p style="text-align: right;">Exhibit "B"</p>
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 __KM__ <u></u> or Not applicable in this case __ Please initial one.

Summary Explanation/Background: Each year, the State Division of Library Services provides some level of support for Libraries throughout the State to help them operate for the citizens of Florida. A grant agreement is required to apply for these funds, as well as a Library Annual Plan of Service and current Strategic Long Range Plan. Based on the State Division of Library Services' anticipated revenue, this year's (Fiscal Year 2016-2017) allocation for Lake Park is estimated to be \$9000. No matching funds are required, other than the Library's regular operating budget, which is required to accept this funding. The Lake Park Public Library has been applying for and receiving the grant for the past 18 years. This agenda item is requesting the Commission to authorize the Mayor to execute the Grant Agreement.

Recommended Motion: I move to approve Resolution No. 40-09-16.

RESOLUTION NO. 40-09-16

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING SUBMISSION OF AN APPLICATION REQUESTING STATE AID TO LIBRARIES GRANT FUNDING FOR LIBRARY SERVICES AND PROVIDING REQUIRED ASSURANCES

WHEREAS, effective July 1, 2003 the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

WHEREAS, in order to meet the requirements for application for State Aid to Libraries Grant Funding, the Town of Lake Park is required to approve submission of the application and make the following certifications provided herein;

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

- Section 1. The Town of Lake Park, Florida is an eligible political subdivision.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Commission of the Town of Lake Park is the designated governing body to provide library services.
- Section 4. The Library Director shall be the single administrative head employed by the Town of Lake Park with authority to manage and coordinate operations of the Town of Lake Park Public Library and shall have an approved job description.
- Section 5. The Library Director shall have an American Library Association accredited professional degree, and have at least two (2) years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of forty (40) hours per week.
- Section 6. All funds will be centrally expended by the single administrative head as part of the Library's budget.
- Section 7. The Town of Lake Park Public Library will extend borrowing privileges without charge to residents of all library service areas in the county that receives State Aid to Libraries Grants.
- Section 8. The Town of Lake Park Public Library will provide free library services.

- Section 9. The Town of Lake Park Public Library will participate with all libraries in the county that receives State Aid to Libraries Grants in joint planning for the coordination of library services to residents.
- Section 10. The Town of Lake Park Public Library will continue to be operated at a minimum of forty (40) hours per week.
- Section 11. Attached hereto is Exhibit A, a Strategic Long Range Plan as hereby approved by the Commission of the Town of Lake Park.
- Section 12. Attached hereto is Exhibit B, an Annual Plan of Service as hereby approved by the Commission of the Town of Lake Park.
- Section 13. The Commission of the Town of Lake Park, Florida hereby authorizes the Mayor and Town Clerk to execute the application for the State Aid to Libraries Grant funding.
- Section 14. This Resolution shall become effective immediately upon adoption.

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Town of Lake Park
for and on behalf of
Lake Park Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Town of Lake Park for and on behalf of Lake Park Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2016-2017 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.
 - a) The Grantee shall perform the following **Scope of Work** as identified in Section 257.17, *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library open 40 hours or more each week.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- Payment will be a fixed price in the amount of 100% of the grant award. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

2. **Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 28 of this Agreement.
3. **Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, Florida 32399
Phone: 850.245.6620
Facsimile: 850.245.6643
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Karen Mahnk, Library Director
529 Park Avenue
Lake Park, Florida 33403
Phone: (561) 881-3331
Facsimile:
Email: kmahnk@lakeparkflorida.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2016-2017 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

Payment will be withheld if Deliverables are not satisfactorily completed.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures, which are available online at myfloridacfo.com/aadir/reference_guide/.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. Travel Expenses. The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.

12. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

13. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. Single Audit Act. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.

15. Retention of Accounting Records. Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-

year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.
- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;

- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. Lobbying. The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 49 18, Noncompliance.

26. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

27. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

28. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

29. Preservation of Remedies. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall

impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

30. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

31. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

33. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

34. Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

36. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.

37. Governing Law. This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2016-2017 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement: _____

Grantee: _____

By: _____

Chair of Governing Body or
Chief Executive Officer

Typed name and title

Clerk or Chief Financial Officer

Typed name and title

Date

Department of State:

By: _____

Typed name and title

Witness

ATTACHMENT A
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of State staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133; as revised, is not required. In the event that the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Department of State
Office of Inspector General
R.A. Gray Building, Room 114A
500 S. Bronough St.
Tallahassee, FL 32399-0250
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State
Office of Inspector General
R.A. Gray Building, Room 114A
500 S. Bronough St.
Tallahassee, FL 32399-0250
3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Department of State
Office of Inspector General
R.A. Gray Building, Room 114A
500 S. Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Library Grants, CSFA Number 45.030

Award Amount: Listed on Attachment B, Fiscal Year 2016-2017 State Aid to Libraries Final Grants

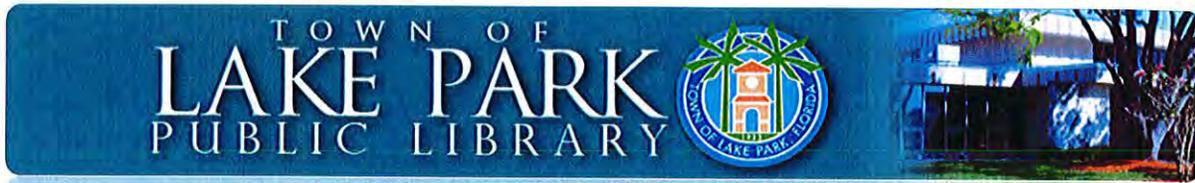
COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.030.

ATTACHMENT B

[Fiscal Year 2016-2017 State Aid to Libraries Final Grants]

EXHIBIT "A"



Lake Park Public Library Long Range Plan Fiscal Years 2017 through 2020

INTRODUCTION

In 2004, the library developed a long-range plan which covered a seven year period from 2004 – 2011. The subsequent Plan covered the three year period from 2011-2014. In 2014, a Strategic Plan was approved for the fiscal periods 2014-2017. The current Long Range Plan contained herein includes revised goals and objectives for the 2017 – 2020 fiscal periods based in large part on results of a Library Strategic Planning Workshop held in 2015.

Summary of Service Needs

Lake Park is a residential community which has retained much of its historic character. Lake Park also has commercial districts along Congress Avenue, Northlake Blvd and Dixie Hwy, on which a number of national retail and restaurant chains are situated. Lake Park is relatively smaller than surrounding communities, at just over 2 square miles in area. There are two centers of population within the Town, one in the east and the other in the west. The library is located close to the center of these two populations on Park Avenue which runs through the center of the Town and extends east, from the coastal residential areas west where much of the industrial and business districts are located.

Demographic data indicates that Lake Park library users are far more diverse in terms of age, gender, culture, socio-economic level, and place of residence than other surrounding communities of similar size. The current population of Lake Park is about 8,300. The town's population has grown at a relatively slower rate since 2006. The median age is 36 years and median family income in Lake Park is somewhat lower than the state average. Unlike a number of communities in northern coastal Palm Beach County, the percentage of Lake Park population under fifty years of age is growing at a faster rate than other population age groups. This trend is predicted to continue into foreseeable future and the shift in demographics indicates a need for the library to place greater emphasis on serving the needs of young, working class families with small children.

Town finances in Lake Park are growing more stable than in the previous decade. Currently, however the community provides a below average level of support for library services, both in terms of Town appropriation and support of private fundraising efforts by the Friends of the Library. It is anticipated that with improvements in the economy this support will greatly improve during the period of this plan.

Lake Park Public Library primarily serves the people of Lake Park, but a significant percentage of registered borrowers are nonresidents. Approximately a third of users are from other municipalities in the County. The library has approximately 12,600 registered borrowers of which seventy-two percent of these card holders are adults. The remaining twenty-eight percent are persons under the age of eighteen. Approximately 6,000 cardholders had used their card during the previous year to borrow books or digital media. The disparity in the numbers of registered borrowers and those who regularly use the library represents an opportunity for the library to significantly increase the number of regular users. Since overall economic conditions have improved, there has been an increasingly favorable support for libraries nationwide. Patron feedback and other informal surveys conducted by our library staff evidence that Lake Park residents share this positive attitude about their Town library.

User feedback also indicates that the hours of operation and travel distance to the library are significant factors in use of the library. The library opens at 9:00 AM (excluding Saturdays) one hour earlier than other libraries in the surrounding area. Many residents of all ages walk to the library and use public transportation to travel to work and shop. This may reflect the need for instituting some seasonal schedule changes in hours of operation.

Computer use remains the most frequent reason for using the library. Survey of requests by users reflects a demand for instruction and training provided by the library in using computers and electronic devices. This appears to indicate a strong need for services that help the public use emerging technology.

In contrast, a comparison of current data with that of previous years reflects there is a decline in users who visit the library for the purpose of attending traditional library programs and obtaining materials. Lack of time, limited collection of materials, and a lack of information about library services were cited as reasons for not visiting the library. As a result, the library will increase focus on more effectively marketing its services to the community. During the Workshop youth members cited many missing books and perceived that many popular books were being stolen. The discussion navigated to requests by the group for the library to implement an improved security method for preventing or limiting theft of books and other materials.

During that same Strategic Planning Workshop other, broader community needs were identified. For example, the library is utilized as essentially a community center. As was also recognized in earlier workshops, the library required more inviting social spaces for people to interact, more space for small groups to meet and collaborate, as well as improve the outer patio area. In addition, a need for more recreational opportunities was cited by the youth representative who attended the Workshop. However, the desire for the library to be a community center of varying activities challenges the library's spatial limits. Nevertheless, the library has been successfully serving as a convergent point for diverse groups and individuals to share and develop their various interests. Strategic Planning Workshop members also emphasized the need for library programs that encourage personal expression of creativity and participation in the visual and performing arts because they perceived the arts as an important facet of the Town's overall identity. That the Town is home to *The Art on Park Gallery*, *BrewHouse Gallery*, *Burt Reynolds Theatre*, and most recently, *Kelsey Theatre* supports the Group's position.

Approval

The Town of Lake Park Commission has approved this plan during their September 21st regular Commission meeting.

MISSION

The mission of the Lake Park Public Library is to promote knowledge and preservation of information; make available materials which aid in the pursuit of education, information, research and recreation; and provide the community with skilled guidance in navigating all information to fulfill knowledge needs.

VISION

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

GUIDING PRINCIPLES

The Lake Park Public Library will:

- ✓ Maintain accountability to the community we serve
- ✓ Promote partnerships and collaborations among community entities
- ✓ Protect the intellectual freedom of our users, and improve their access to information
- ✓ Provide a welcoming and respectful environment in which all users enjoy library services
- ✓ Recognize the diverse needs and interests within our community
- ✓ Respond to the community's service needs with creative, effective solutions
- ✓ Support the cultural and artistic endeavors of community residents
- ✓ Strive for innovation, anticipate changes in technology and integrate new developments in the library

The above Guiding Principles in conjunction with our Mission and Vision are the basis on which the following goals and objectives for the next three years have been formulated.

LIBRARY GOALS

I. Service Goals

I-A. Library users will consistently enjoy positive customer experiences that encourage them to be confident, capable and discriminating users of the library and its information resources.

I-B. Students of all ages will receive services and have access to resources that will assist them in realizing their full intellectual potential.

I-C. Library users will receive services and have access to materials that nurture their imagination, creativity and informational exploration.

I-D. Library users will receive services and have access to materials that assist them in mastering skills needed to be successful in the areas of their choosing.

II. Technology Goals

II-A. Library users will be able to use current technology most effectively and efficiently as possible.

III. Outreach Goals

III-A. All library users will have better access to information resources available within the community.

III-B. Senior residents will have information and services designed to meet their special needs.

III-C. Community organizations whose mission and goals that align with those of the library will receive support that will improve their effectiveness.

III-D. Community members will be provided a venue for personal interaction that encourages the creation of new and distinctive interest groups.

IV. Resource Goals

IV-A. The library will develop a secure financial base for library operations utilizing a combination of public financing and private fund raising through groups such as the Friends of the Library and community business sponsorships.

IV-B. The Library will provide users with an accessible, secure technology oriented and comfortable facility.

STRATEGIC OBJECTIVES

Service Goal I-A. Library users will consistently enjoy positive customer experiences that encourage them to be confident, capable and discriminating users of the library and other sources of information.

Objective I-A-1. Library users will receive superior levels of customer service.

(a) Target Outcome: By June 2017, the library will establish standards for customer service.

(b) Target Outcome: The library will conduct at least one survey of users to assess their satisfaction with the service on an annual basis

(c) Target Output Level: By January 2018, at least seventy-five percent of all registered borrowers will have used their library card in the past twelve months.

Objective I-A-2. Library users will have sufficient opportunities to comment on library services, make suggestions for changes, and report other service issues.

(a) Target Output Level: By June 2017, the library will have collected feedback through its website from at least one hundred users.

Objective I-A-3. Library users will receive services that are designed and developed based on comprehensive assessment of their needs.

(a) Target Outcome: Beginning in fiscal year 2018, the Library will conduct annual evaluations of the effectiveness of services offered in the previous year.

(b) Target Outcome: Beginning in fiscal year 2019, the library will update the needs assessments prepared for this plan on an annual basis.

Objective I-A-4. Library users will be able to easily locate materials and services within the building.

(a) Target Outcome: By June 2017, the library staff will report on issues that affect users and recommend ways to improve usability within the library.

(b) Target Outcome: By June 2019, the library will complete the implementation of at least fifty percent of the recommendations proposed in the usability report.

Objective I-A-5. Library users will have access to helpful technical support when they attempt to access library resources on-line from either within or outside the library building.

(a) Target Outcome: Beginning in October 2018, a trained technical support person will be scheduled for at least 75% of the library's operational hours.

Service Goal I-B. Students of all ages will receive services and have access to materials that they need to realize their full intellectual potential.

Objective I-B-1. Library users will have access to both individual and group instruction for use of on-line resources provided by the library.

(a) Target Outcome: The library will offer at least twice annually age-appropriate group instruction for elementary, high school and middle school students in the use of the library and on-line resources.

Objective I-B-2. Students and teachers at Lake Park Elementary school will have improved access to materials needed to support their curricula.

(a) Target Outcome: Each teacher in the Lake Park Public School system will receive current information at least three times each year about library services designed to support teachers and students.

Objective I-B-3. Parents and caregivers will have better access to literacy resources to enhance the family's reading experience to increase their children's reading levels and success in school.

(a) Target Output Measure: By July 2018, total attendance at the library's story time and similar programs will increase by 50% within two years.

(b) Target Outcome: The library will produce at least one program annually for parents and caregivers to receive information on developing reading skills.

Service Goal I-C. Library users will receive services and have access to materials that enhance their capacity to imagine and create.

Objective I-C-1. Library users of all ages will be provided with opportunities to experience and engage in a variety of forms of artistic expression.

(a) Target Outcome: The library will offer annually at least four programs for children, teens and adults that encourage their participation in the visual and performing arts.

(b) Target Outcome: By December 2017, the library will produce at least one music concert each year.

Objective I-C-2. Library users will have access to hardware and software that assists in designing and creating.

(a) Target Outcome: By June 2017, the library will offer at minimum one class focusing on technology innovation.

(b) Target Outcome: The library will maintain a catalog of programs created specifically relating to technology innovation.

Objective I-C-3. Library users will have improved access to the work of local artists, writers, performers and crafts people.

(a) Target Outcome: The library will produce at least four exhibitions annually for local visual artists and crafts people.

(b) Target Outcome: The library will produce at least two exhibits annually of art work created by students in Lake Park public schools.

Objective I-C-4. Young people will have opportunities to attend performances that will encourage further exploration of their world and pursuit of new interests.

(a) Target Outcome: The library will produce annually at least one program in the natural sciences that is appropriate for each of the following age groups, elementary, middle school and high school students.

Service Goal 1-D. Library users will have access to services and materials that allow them to master life skills needed to be successful in the areas of their interest.

Objective I-D-1. The library will implement a collection development strategy that will emphasize meeting user demand and increasing access to electronic resources.

(a) Target Outcome: By June 2017, library staff will revise the library's collection development policy.

(b) Target Output Level: By June 2017, the library's total current collection will exceed 35,000 items.

(c) Target Output Level: By June 2017, the total circulation of electronic items will constitute five percent of the library's total circulation.

Objective I-D-2. Library users will have improved access to reliable information through a variety of in-house and off-site sources.

(a) Target Output Level: Use of library databases will increase by two percent each year.

(b) Target Outcome: By January 2018, the library will offer at least two programs focusing on personal finance and money management and finances each year.

Objective I-D-3. Families will be provided services and programs that engage all family members in a shared library experience.

(a) Target Outcome: The library will produce annually at least ten programs whose target audience is families with young children.

(b) Target Outcome: The library will participate and/or cosponsor at least one "Back-to-School" event each year that will provide parents and caregivers information about pre-schools and other agencies that provide services for children and families.

Objective I-D-4. Teens will have access to a wider array of services designed to meet their specific needs and interests.

(a) Target Output Level: By June 2017, the library will form a Youth Services Advisory Board comprised of teenagers in Lake Park.

(b) Target Outcome: By June 2017, the total annual circulation of young adult materials will constitute at least three percent of the library's total circulation.

Technology Goal II-A. Library users will be able to use current and emerging technology more effectively and efficiently.

Objective II-A-1. Library users will have access to current information technology.

(a) Target Outcome: By January 2017, the Library will add at least two additional informational databases accessible from the Library website.

Objective II-A-2. All library staff members will attain a minimal level of technical proficiency.

(a) Target Outcome: By September 2017, the library will adopt minimal standards for technical proficiency for each library job classification.

(b) Target Output Level: By January 2018, all library personnel will achieve the established levels of minimum technical proficiency.

Objective II-A-3. Library users of all ages will receive consistent and effective instruction in using the library and other information technologies.

(a) Target Output Level: A least one thousand people will annually receive personal instruction in using their devices to download electronic materials.

(b) Target Output Level: A least three hundred people will annually receive training through the library's computer classes.

Objective II-A-4. Library users will receive assistance in evaluating and applying new technologies.

(a) Target Outcome: By January 2018, the library will produce annually at least one “technology fair” at which attendees will obtain information about new information technologies.

(b) Target Output Level: By December 2017, twenty-five percent of library card holders will be registered with OverDrive, Freegal or other similar services offered through the library.

Objective II-A-5. Public resources will be used more effectively through the increased use of library automation.

(a) Target Output Level: By June 2018, twenty percent of the library’s total annual circulation will be done through self-check-out.

(b) Target Output Level: By June 2018, patron-placed reserves will account for twenty percent of the total reserves placed on library materials.

Objective II-A-6. Early readers will be provided access to technologies designed to strengthen their ability to read.

(a) Target Output Level: Children’s Kiosk learning workstation activities will increase by ten percent in each year of the plan.

Outreach Goal III-A. Library users will have better access to information resources available within the community.

Objective III-A-1. New residents will receive informational material on the library and other town services.

(a) Target Output Level: Registration of new borrowers will increase by five percent in each year of the plan.

Objective III-A-2. Library users will have access to local individuals and groups who are willing to share special knowledge or expertise.

(a) Target Output Level: Beginning in July 2017, the library will have established a “Work in the Flow” Co-Work program.

Objective III-A-3. Library users will have improved access to information about providers of local services.

(a) Target Outcome: The library will host annually at least one public service fair at which the public can learn of services provided through local organizations and town agencies.

Objective III-A-4. The public will have better access to town historic resources.

(a) Target Outcome: By January 2018, the library, in cooperation with the Lake Park Historic Society will provide online access to a digital depository of all historic Town materials from the Library's website.

(b) Target Outcome: By June 2017 Library policies and annual reports will be accessible from the library website.

Outreach Goal III-B. Senior citizens will be provided information and services designed to meet their special needs.

Objective III-B-1. Senior residents of Lake Park will have access to library services through the Lake Park Senior Centers outside the library.

(a) Target Output Level: By September 2017, the library will maintain an annual enrollment of at least twelve people receiving home delivery service.

(b) Target Outcome: Starting in December 2017, the library will present annually at least one program at a Lake Park Senior Center.

(c) Target Outcome: By January 2018, the library will develop an advisory panel of senior citizens to receive feedback on how the library's services to seniors can be improved.

Outreach Goal III-C. The library will provide support to organizations in the community whose goals complement those of the library.

Objective III-C-1. The library will create partnerships with local nonprofit organizations and town agencies in order to maximize their capabilities to serve the community.

(a) Target Outcome: The library will provide annually at least one training session for local nonprofit organizations and town agencies on developing and improving their organization's website.

(b) Target Output Level: By July 2017, the library will double the number of web links to local nonprofit organizations that are currently linked on the library's website.

Outreach Goal III-D. The library will provide the community with a venue for personal interaction that will encourage the creation of local interest groups.

Objectives III-D-1. Community members will be able to attend programs at which a variety of public issues are discussed.

(a) Target Outcome: The library will host annually at least one public forum at which voters can discuss local issues.

Objective III-D-2. Library users will have new opportunities to connect with others with similar interests by using the library's social media platforms and email newsletter.

(a) Target Output Level: By June 2017, the library will be able to reach at least ten percent of library users through various social media tools.

(b) Target Output Level: By June 2017, twenty-five percent of the recipients will open the library's monthly email newsletter.

Outreach Goal III-E. The library will inspire the community to explore new opportunities to visit and use Lake Park's open spaces designated for recreational use.

Objective III-E-1. The library will produce informative programs that encourage the use of the Lake Park Kelsey Park and/or Marina for recreational activities.

(a) Target Outcome: The library will offer annually at least two informative programs relating to activities that are compatible with the recreational purposes of the Lake Park Kelsey Park and the Lake Park Marina.

Resource Goal IV-A. The library will develop a secure financial base for library operations utilizing a combination of public financing and private fund raising.

Objective IV-A-1. The library will continue to promote and support the Friends of the Library.

(a) Target Outcome: By January 2018, a shared donor database will be available that can be used and maintained by the Friends of the Library.

(b) The library will host a joint meeting of the Board of the Friends of the Library, the Board of Library Trustees, and the Lake Park Commission to discuss library needs and fundraising strategies at once each year.

Objective IV-A-2. The library will continue to enhance its staff's capabilities by operating an active volunteer program.

(a) Target Outcome: The library will host at least one volunteer appreciation event each year.

(b) Target Output Level: By June 2017, the library will increase the total number of library volunteers by ten percent.

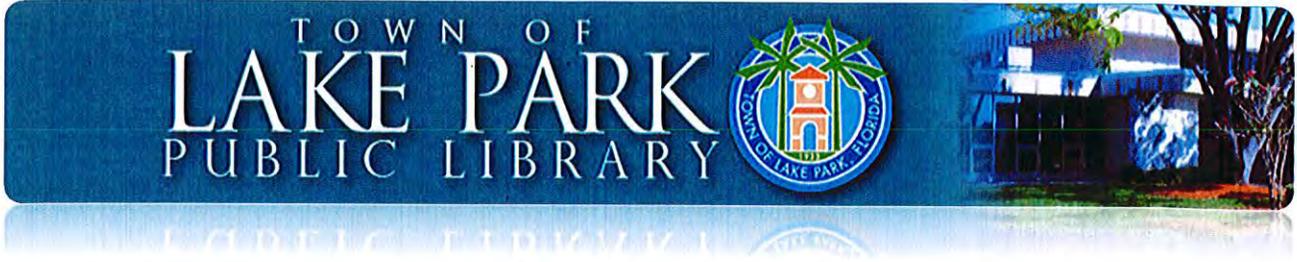
Resource Goal IV-B. The library will provide users with an accessible, secure and comfortable facility.

Objective IV-B-1. The library building will be remodeled, renovated and expanded as needed to accommodate existing and anticipated services as budget will allow.

(a) Target Outcome: By January 2018, the library will undertake a comprehensive analysis of the community's current and projected library needs and the space required to provide those services.

(b) Target Outcome: By June 2018, the library will prepare and submit a facilities planning proposal for partial or complete grant funding to the Lake Park Commissioners to fund a building improvement feasibility study.

(c) Target Outcome: By January 2020, the library will prepare and submit a construction grant proposal and application to the Florida State Library and Archives or other available funding entity.



Annual Plan of Service FY 2016-17

Positive Disruption for Positive Transformation

Mission

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

Vision

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

Motto

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

Activities & Events

- Continue public recognition of Library partners and community supporters.
- Expand Outreach activities to new areas.
- Expand Library's presence in community events.
- Increase the number of Library partners and outreach programs.
- Continue promoting community participation by way of related public workshops.
- Explore adding outdoor events in Town locations sponsored by the Library.
- Continue to actively seek feedback through promotion of suggestion box and online surveys.
- Expand programs and services within the library that include assisting residents with their business needs.

Collection Development

- Continue investigating new and more user friendly methods of searching the collection.
- Seek out innovative collection design that encourages user browsing of our collection.
- Research user preferences utilizing surveys, advisory groups and circulation statistic reports.
- Continue creating genre sections or *zones* for more popular subject matter.
- Expand general collection with a wider variety of media adapting for emerging technology.

Educational Services

- Continue expanding children's reading and story time events as the needs of the community grow.
- Continue partnering with local schools for library and community programs.
- Continue promoting *READ* poster program to community stakeholders.
- Provide basic technology seminars to assist users in optimum use of their devices.
- Continue partnerships for programs that promote literacy.
- Create unique learning experiences for youth and adults.
- Continue nurturing learning-centered activity within the library with additional online resources.
- Continue weekly computer classes for the public by utilizing volunteers as guest instructors.
- Create new learning opportunities for the public to explore new technologies.

Facilities

- Continue redesign and refurbishing of main area.
- Explore expanding operational hours.
- Relocate circulation desk to better serve users.
- Increase use of mobile circulation.
- Investigate innovative solutions to address the variety of transport vehicles patrons use to visit the library.
- Explore adding "*technology zones*" that provides users with more options for online access and connectivity.

Marketing

- Continue marketing of Library programs and services by utilizing new as well as traditional media methods.
- Continue to revamp Library's web page and investigate new methods by which to engage online users.
- Continue utilizing cost-effective methods for producing library publications such as calendars and brochures.
- Explore new, emerging marketing methods

Staffing

- Ensure that staff receives training on all new software and hardware as well as refresher courses on current programs.
- Increase staffing as funding becomes available to bring staffing to enhanced standard levels.

Technology

- Explore new automation solutions for staff as well as users
- Continue to seek a biometric-based card-optional system that best serves our users.
- Continue plan for conversion to RFID tagging system.
- Purchase additional digital media browsing kiosks.
- Add additional tablets for patron assistance and other tasks.
- Utilize RF to add additional user-centered services such as self-check-out and e-registration for library programs.
- Explore offsite book and media lending kiosks
- Explore and onsite kiosks for laptop lending to users

TAB 16



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2016

Agenda Item No. Tab 14

Agenda Title: Resolution Recognizing Florida City Government Week,
October 16 – 22, 2016

- | | |
|--|--|
| <input type="checkbox"/> CONSENT AGENDA | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE ON _____ READING |
| <input type="checkbox"/> BID/RFP AWARD | <input checked="" type="checkbox"/> OTHER: <i>New Business</i> |

Approved by Town Manager *[Signature]* **Date:** 9-6-16

Name/Title Riunite Franks, Special Events Director

Originating Department: Special Events	Costs: \$ 50.00 Funding Source: <i>Budget</i> Acct. # <i>600-52000</i> <input checked="" type="checkbox"/> Finance <i>BKZ</i>	Attachments: Resolution 41-09-16 Florida League of Cities' Notice
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>RCF</i></u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida by sponsoring the *Florida City Government Week* annually in October. They ask its member municipalities to recognize this occasion with a Resolution supporting the important role that municipal government and their employees play in the lives of their citizens. This year, Florida City Government Week will take place October 16 – 22, 2016.

Recommended Motion:

I move to adopt the Resolution 41-09-, 2016, recognizing Florida City Government Week, October 16 – 22, 2016.

RESOLUTION NO. 41-09-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 16-22, 2016 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, municipal government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, *Florida City Government Week* is a very important time to recognize the important role played by municipal government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, *Florida City Government Week* offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

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

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

Section 2. That the Town of Lake Park does encourage all citizens, municipal government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 3. That the Town of Lake Park does encourage educational partnerships between municipal government and schools.

Section 4. That the Town of Lake Park does support and encourage all municipal governments to actively promote and sponsor *Florida City Government Week*.

Section 5. This Resolution shall take effect upon adoption.

CELEBRATE FLORIDA CITY GOVERNMENT WEEK

OCTOBER 16-22, 2016

Florida City Government Week is **October 16-22, 2016** and the Florida League of Cities encourages every city to take an active part in promoting their city through civic education and volunteerism. This year cities are encouraged to partner with or adopt a special community service project or volunteer opportunity. Volunteering strengthens communities, solves problems and improves lives. So this year, we want to emphasize the importance of volunteering throughout our Florida communities.

This is a great opportunity for city officials to speak to schools and civic groups, host an open house at city hall, or reach out to civic clubs and community organizations to explain city structure and function or help others learn by volunteering and serving charitable organizations in your community.

Florida City Government Week is part of an ongoing effort sponsored by the Florida League of Cities (FLC) to raise public awareness about the services that cities perform and to educate the public on how city government works. Cities are encouraged to involve their local schools, businesses, media and civic clubs in planning City Government Week activities.

Cities provide a higher level of service than most governments, and generally receive a higher approval rate than any other level of government, and yet, many residents are unaware of how city services impact their lives. Through *Florida City Government Week*, the League hopes to heighten the public's awareness of city government's role in enhancing the quality of life in communities.

TAB 17



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2016

Agenda Item No. Tab 17

Agenda Title: Resolution to Amend the Town of Lake Park Uniform Classification System to Revise the Job Description for the Position of Chief Accountant

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

Approved by Town Manager *[Signature]* Date: 9-7-16

Name/Title
HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution; and Revised Chief Accountant Job Description in Redline Format
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 BMT _____ Please initial one.

Summary Explanation/Background:

Currently, a job description exists in the Town's Uniform Classification System entitled Chief Accountant. The purpose of this is to revise this job description to more accurately reflect the level of responsibilities currently assigned to this position, and to change the position title from Chief Accountant to Assistant Finance Director.

There will be no budgetary impact as a result of this action as the salary range for this position will not be changed.

Recommended Motion: I move to adopt Resolution 42-09- 2016.

RESOLUTION NO. 42-09-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN UNIFORM CLASSIFICATION SYSTEM TO REVISE THE JOB DESCRIPTION FOR THE POSITION OF CHIEF ACCOUNTANT; PROVIDING FOR THE PUBLICATION OF AN UPDATED UNIFORM CLASSIFICATION SYSTEM; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla. Stat; and

WHEREAS, the Uniform Classification System of the Town of Lake Park is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay, and are equally applied to all positions in the same class; and

WHEREAS, it is necessary to provide an updated listing of certain current titles and classifications within the Town service.

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

Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.

Section 2. The Uniform Classification System is amended to revise the job description for the position of Chief Accountant. A copy of the revised job description is attached hereto as Exhibit A.

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

**CHIEF ACCOUNTANT ASSISTANT FINANCE
DIRECTOR**

JOB CODE: 125
DEPARTMENT: FINANCE

CHARACTERISTICS OF THE CLASS:

Under the direct supervision of the Finance Director, responsible for assisting the Finance Director in managing directing and coordinating the activities of the Finance Department including accounting, budgeting, debt administration, cash management, data base management, insurance administration, monthly financial reporting and general ledger account reconciliation. Work is performed with a significant degree of independence under the direction of the Finance Director. Performs other work and duties as assigned or necessary. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined here, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of all job duties. The omission of a job duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the Chief Accountant Assistant Finance Director position.

1. Prepares monthly and special periodic financial statements and reports; maintains official financial records and files.
2. Supervises Finance Department operations in the absence of the Finance Director.
- 1-3. Assists the Finance Director in various activities and special projects as needed.
- 2-4. Coordinates and may direct members of the Finance Department in matters concerning accounting and reporting.
- 3-5. Maintains the Accounting Policy and Procedure Manual and the Revenue Manual.
4. Participates in the preparation of the annual budget and annual financial audit. Responsible for budget data input into the financial system. Assists in the preparation for annual closing of financial records and preparation of the Town's Comprehensive Annual Financial Report (CAFR); reviews pre-closing accounts and makes necessary journal entries to reconcile, to book receivables and payables, and to close for fiscal year end; serves as the Town's liaison to the Town's independent auditor.
- 5-6. Serves as support liaison and network coordinator for the accounting system.
- 6-7. Prepares and files monthly and quarterly reports with various governmental agencies such as sales tax, employment reports, etc.

8. Maintains accounting system software database.

7-9. ; ~~e~~ Establishes revenue, expenditure and general ledger accounts in accordance with the State Uniform Accounting System.

8-10. Handles all bank reconciliations.

9-11. Monitors cash receipting.

REQUIREMENTS:

1. **Training and Experience:**

Bachelor's Degree from an accredited college or university with a major in Accounting plus ~~three~~five years of senior accounting experience with a municipal government are required. Master's Degree in Business Administration, Certified Public Finance Officer (CPFO), ~~certification~~ or Certified Government Finance Officer (CGFO) designation are preferred.

2. **Knowledge, Skills and Abilities:**

- Knowledge and understanding of the requirements of the Financial Accounting Standards Board and the Government Accounting Standards Board .
- Ability to present ideas clearly and concisely, orally and in writing.
- Ability to establish and maintain effective working relationships with departmental officials, associates, subordinates and the public.
- Proficiency in the use of computer operations and network systems such as Microsoft Word and Excel.

3. **Physical Requirements:**

- While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee will be required to use hands to manipulate, handle, feel or operate objects or controls and reach with hands and arms. The employee is occasionally required to climb, stand or balance, stoop, kneel or crouch. Task may involve extended periods of time at the computer keyboard. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Extensive close work, and extensive PC monitor work are required.

4. **Environmental Requirements:**

Work is performed without exposure to adverse environmental conditions, e.g., dirt, cold, rain, fumes, etc.

5. **Blood Borne Pathogens:**

Minimal to No Risk of Exposure

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

TAB 18



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2016

Agenda Item No. Tab 18

Agenda Title: Amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2017

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

[Signature]

Date: 9-6-16

Name/Title

[Signature]
 HUMAN RESOURCES DIRECTOR

<p>Originating Department:</p> <p>Human Resources and Finance</p>	<p>Costs: \$ -0-</p> <p>Funding Source:</p> <p>Acct. #</p> <p><input checked="" type="checkbox"/> Finance <u>BKR</u></p>	<p>Attachments:</p> <p>Copy of Amended Position Titles, Job Codes and Pay Plan for FY 2017</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>OR</p> <p>Not applicable in this case</p> <p><u>BMT</u></p> <p>Please initial one.</p>

Summary Explanation/Background:

As part of the Collective Bargaining Agreement between the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, (AFL-CIO) ratified by the Commission on January 6, 2016, a 2 percent cost-of-living increase was provided to all employees covered by this agreement during the second year of this agreement (Fiscal Year 2017).

Additionally, as part of the Fiscal Year 2017 budget approved by the Town Commission on September 20, 2016, a 2 percent cost-of-living increase was provided to all general employees of the Town effective October 1, 2016.

The purpose of this agenda item is two-fold:

- First, it is to amend the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2017 to increase the minimums and maximums of all Town pay ranges by 2 percent to reflect the cost-of-living increases for general employees and employees covered by the collective bargaining agreement.
- Second, it is to adjust the pay ranges for the Accountant I, Accountant II and Accountant III positions based upon an analysis of comparable positions as set forth in the Public Employers Personnel Information Exchange (PEPIE) survey for 2016. These positions have been moved to the 25th percentile of the pay ranges in the PEPIE survey. The resultant new pay ranges for these positions will be as follows:
 - Accountant I \$20.16 to \$32.61 per hour or \$41,932.80 to \$67,828.80 per year
 - Accountant II \$22.25 to \$35.52 per hour or \$46,280.00 to \$73,881.60 per year
 - Accountant III \$24.33 to \$38.42 per hour or \$50,606.40 to \$79,913.60 per year

Such actions were budgeted for in the FY 2017 budget.

Recommended Motion: I move to approve the amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2017.

**TOWN OF LAKE PARK
POSITION TITLES, JOB CODES, AND PAY PLAN**

JOB CODE	E/NE	POSITION TITLES	MINIMUM FY 2017		MAXIMUM FY 2017	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Town Manager						
100	E	Town Manager	Contract Employee		Contract Employee	
101	E	Assistant Town Manager	52,977.60	25.47	83,678.40	40.23
102	E	Grants Writer	53,976.00	25.95	83,761.60	40.27
103	NE	Assistant to the Town Manager	39,520.00	19.00	53,185.60	25.57
Department: Information Technology						
104	E	Chief Information Technology Officer	53,976.00	25.95	83,761.60	40.27
General Clerical (non-departmental)						
	NE	Administrative Secretary	28,724.80	13.81	45,136.00	21.70
	NE	Administrative Assistant	31,012.80	14.91	51,563.20	24.79
Department: Town Clerk						
200	E	Town Clerk	53,976.00	25.95	83,761.60	40.27
201	NE	Deputy Town Clerk	36,753.60	17.67	58,011.20	27.89
Department: Human Resources						
300	E	Human Resources Director	53,976.00	25.95	83,761.60	40.27
301	NE	Assistant to the Human Resources Director	39,520.00	19.00	53,185.60	25.57
Department: Community Development						
400	E	Community Development/Planning Director	71,198.40	34.23	109,532.80	52.66
401	E	Planner	39,395.20	18.94	61,380.80	29.51
402	NE	Community Development Technician	31,012.80	14.91	51,563.20	24.79
403	NE	Code Compliance Officer	32,156.80	15.46	54,121.60	26.02
404	NE	Assistant to Community Development Director	39,520.00	19.00	53,185.60	25.57
Department: Finance						
500	E	Finance Director	76,336.00	36.70	123,676.80	59.46
501	E	Assistant Finance Director	69,513.60	33.42	104,644.80	50.31
502	NE	Accountant I	41,932.80	20.16	67,828.80	32.61
503	NE	Accountant II	46,280.00	22.25	73,881.60	35.52
504	NE	Accountant III	50,606.40	24.33	79,913.60	38.42
505	NE	Office Assistant	36,753.60	17.67	58,011.20	27.89

**TOWN OF LAKE PARK
POSITION TITLES, JOB CODES, AND PAY PLAN**

JOB CODE	E/NE	POSITION TITLES	MINIMUM FY 2017		MAXIMUM FY 2017	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Library						
600	E	Library Director	53,976.00	25.95	83,761.60	40.27
601	NE	Librarian II	40,185.60	19.32	59,300.80	28.51
602	NE	Library Accounting Clerk	28,724.80	13.81	45,136.00	21.70
603	NE	Library Assistant II	31,012.80	14.91	51,563.20	24.79
604	NE	Library Assistant I	24,107.20	11.59	36,088.00	17.35
605	NE	Library Technical Assistant I	28,724.80	13.81	45,136.00	21.70
607	NE	Librarian I	36,753.60	17.67	45,281.60	21.77
608	NE	Children's Services Assistant	19,115.20	9.19	25,459.20	12.24
Department: Public Works						
700	NE	Assistant to the PW Director	40,310.40	19.38	54,246.40	26.08
701	NE	Custodian	** 21,840.00	10.50	33,550.40	16.13
702	NE	Equipment Operator I	** 24,128.00	11.60	36,108.80	17.36
703	NE	Equipment Operator II	** 29,868.80	14.36	51,604.80	24.81
704	NE	Equipment Operator III	** 35,609.60	17.12	54,121.60	26.02
705	NE	Facilities Maintenance Worker I	** 25,604.80	12.31	36,982.40	17.78
706	NE	Facilities Maintenance Worker II	** 31,928.00	15.35	44,179.20	21.24
707	NE	Facilities Maintenance Worker III	** 38,604.80	18.56	58,739.20	28.24
708	NE	Facilities Mechanic I	** 30,326.40	14.58	40,892.80	19.66
709	NE	Facilities Mechanic II	** 34,673.60	16.67	48,193.60	23.17
710	NE	Foreman General Infrastructure	** 44,512.00	21.40	71,156.80	34.21
711	NE	Grounds Maintenance Crew Leader	** 31,262.40	15.03	49,233.60	23.67
712	NE	Grounds Maintenance Foreman	** 37,044.80	17.81	59,612.80	28.66
713	NE	Irrigation Technician I	** 29,036.80	13.96	43,721.60	21.02
714	NE	Irrigation Technician II	** 33,862.40	16.28	47,028.80	22.61
715	NE	Maintenance Worker I	** 21,840.00	10.50	33,550.40	16.13
716	NE	Maintenance Worker II	** 24,523.20	11.79	37,398.40	17.98
717	NE	Maintenance Worker III	** 31,678.40	15.23	49,649.60	23.87
718	NE	Mechanic I	** 26,936.00	12.95	41,267.20	19.84
719	NE	Mechanic II	** 32,156.80	15.46	54,267.20	26.09
720	E	Operations Manager	45,905.60	22.07	70,907.20	34.09
721	NE	Operations Technician I	** 31,470.40	15.13	45,905.60	22.07
722	E	Project Manager	70,740.80	34.01	93,350.40	44.88
723	E	Public Works Director	71,198.40	34.23	109,532.80	52.66
724	NE	Sanitation Foreman	** 38,750.40	18.63	61,963.20	29.79
725	NE	Storm Water Technician I	** 31,678.40	15.23	49,649.60	23.87
726	NE	Storm Water Technician II	** 35,609.60	17.12	54,121.60	26.02
727	NE	Traffic Maintenance Technician I	** 29,036.80	13.96	38,459.20	18.49
728	NE	Traffic Maintenance Technician II	** 32,385.60	15.57	42,577.60	20.47
729	NE	Vehicle Maintenance Foreman	** 39,062.40	18.78	62,025.60	29.82

**TOWN OF LAKE PARK
POSITION TITLES, JOB CODES, AND PAY PLAN**

JOB CODE	E/NE	POSITION TITLES	MINIMUM FY 2017		MAXIMUM FY 2017	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Marina						
800	E	Marina Director	76,377.60	36.72	106,974.40	51.43
801	E	Dock Master	35,609.60	17.12	58,011.20	27.89
802	NE	Assistant Dock Master	23,628.80	11.36	34,361.60	16.52
803	NE	Ship's Store Clerk	23,628.80	11.36	34,361.60	16.52
804	NE	Dock Attendant	** 31,824.00	15.30	43,284.80	20.81
Department: Special Events						
900	E	Special Events Director	53,976.00	25.95	83,761.60	40.27
901	NE	Camp Counselor (Seasonal)	17,409.60	8.37	25,459.20	12.24
902	NE	Recreation Bus Driver	17,409.60	8.37	25,459.20	12.24
906	E	Recreation Supervisor	36,753.60	17.67	58,011.20	27.89
904	NE	Special Events Coordinator	31,824.00	15.30	31,824.00	15.30

E = Exempt Position
NE = Non-exempt Position
**** = Bargaining Unit Position**

TAB 19



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2016

Agenda Item No. Tab 19

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute the Second Amendment to the Town Manager Employment Agreement between the Town of Lake Park and John O. D'Agostino

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

Approved by Town Manager *John O. D'Agostino* Date: 9-14-16

Name/Title *Donna McKillop, Human Resources Director*

<p>Originating Department: Human Resources</p>	<p>Costs: \$ <u>4822</u> Funding Source: <u>2017 Budget</u> Acct. # <u>104-11000</u> <input checked="" type="checkbox"/> Finance <u>BKR</u></p>	<p>Attachments: Resolution; and, Copy of Second Amendment to the Town Manager Employment Agreement in Legislative Format</p>
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>BMT</u> or Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background:

On April 4, 2015, the Town of Lake Park entered into an employment agreement with John D'Agostino to serve as the Town Manager for the term of one year commencing May 1, 2015 with automatic renewal on its anniversary date for successive one year terms.

At its May 18, 2016 meeting, the Town Commission gave its consensus to have the Town Attorney draft an addendum to this agreement which would include a five-year term, 120 day notice and an annual evaluation. The resultant First Amendment to the Town Manager's Employment Agreement was approved by the Commission at its June 15, 2016 meeting.

At its September 8, 2016 First Public Hearing on the Budget, the Town Commission gave its consensus to have the Town Attorney prepare a Second Amendment to the Town Manager's Employment Agreement to increase the Town Manager's annual base salary of \$117,000 by 3 percent effective October 1, 2016.

The purpose of agenda item is the approval by Resolution of the Second Amendment to the Town Manager Employment Agreement which has been prepared pursuant to the direction of the Town Commission.

Recommended Motion: I move to adopt Resolution 43-09-16.

RESOLUTION NO. 43-09-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND JOHN O. D'AGOSTINO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter "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 and John O. D'Agostino entered into the Town Manager Employment Agreement on April 4, 2015 for the term of one year commencing May 1, 2015 with automatic renewal on its anniversary date for successive one year terms; and

WHEREAS, The Town Commission approved a First Amendment to the Town Manager Employment Agreement on June 15, 2016 to include a five-year term, 120 day notice and an annual evaluation; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town to amend the Town Manager Employment Agreement to increase the Town Manager's annual base salary of \$117,000 by 3 percent effective October 1, 2016; and

WHEREAS, the Town Commission has reviewed the provisions of the Second Amendment to the Town Manager Employment Agreement ("Amendment") and has determined that it is in the best interest of the Town to authorize and direct the Mayor to execute such Amendment.

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

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

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute the Second Amendment to the Town Manager Employment Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 3. This Resolution shall become effective October 1, 2016.

SECOND AMENDMENT TO TOWN MANAGER EMPLOYMENT AGREEMENT

This Second Amendment Town Manager Employment Agreement (the Agreement), is made and entered into this ____ day of _____, 2016, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter "Town") and John O. D'Agostino (hereinafter "Town Manager"),

WHEREAS, Article III, Section 1 of the Town Charter establishes a Commission Manager form of government for the Town; and

WHEREAS, pursuant to Article VI, Section 1 the Lake Park Town Commission (hereinafter the "Commission") is required to appoint a Town Manager who shall be the administrative head of the Town under the Commission's general supervision; and

WHEREAS, a majority of the Commission voted to appoint John O. D'Agostino as the Town Manager of the Town;

WHEREAS, the powers and duties of the Town Manager as the chief administrative officer of the Town government are as set forth in Section 2-82 the Code of Ordinances of the Town (hereinafter "Town Code") ; and

WHEREAS, the Commission and the Town Manager intend by this Employment Agreement to set forth the terms, conditions, and compensation and benefits pursuant to which the Town Manager is to be employed by the Commission.

NOW THEREFORE, it is agreed and acknowledged as follows:

SECTION 1: Recitals

The recitals stated above are true and correct and are incorporated herein.

SECTION 2: Appointment

Pursuant to Article V, Section 1, and Section 2-81 of the Town Code, the Commission, appoints John O. D'Agostino as Town Manager.

SECTION 3: Term

The term of this Agreement shall be five years commencing June 1, 2016. This Agreement shall automatically be renewed on its anniversary date for successive five [5] year terms unless either Party provides written notice of termination of this Agreement at least 120 days before the expiration date. All terms, conditions, compensation, and benefits shall remain in effect until the expiration of the term of the Agreement. The Town Manager shall be entitled to all compensation, including salary and the continuation of all benefits, for the remainder of the term of this Agreement.

SECTION 4: Duties and Authority

The Town Commission agrees to employ John O. D'Agostino as Town Manager to perform the functions and duties specified in ARTICLE VI, Section 4 of the Town Charter and Chapter 2, Article III Sections 2-82 and 2-83 of the Town Code.

SECTION 5: Non-Interference

Commission members shall address their questions and concerns regarding the financial condition, operations, personnel and other Town matters directly to the Town Manager. Individual members of the Town Commission shall not, acting alone and without authorization of the Town Commission, direct the Town Manager to enter into or terminate any contract, to grant or withhold funds to any person, or instruct any Town employees under the Town Manager's control to take or refrain from taking any action. Pursuant to Article VI, Section 4 of the Town Charter, the Town Manager has full control over administrative service and those powers and duties set forth in Chapter 2, Article III, Section 2-82 of the Town Code.

SECTION 6: Compensation

The Commission agrees to pay increase Town Manager's an annual base salary of \$117,000, by 3 per cent effective October 1, 2016 payable in installments at the same time that the other employees of the Town are paid. In the event of any salary adjustments agreed to between the Commission and the Town Manager, this Agreement shall be automatically amended.

The Town Manager may receive an annual salary adjustment as may be agreed to by a majority of the Town Commission. The amount of said increase shall be determined by the Commission.

SECTION 7: Residency

The Town Manager shall maintain residency in the Town of Lake Park during the term of his employment, unless a majority of the Commission shall determines otherwise.

SECTION 8: Initial Performance Review and Subsequent Annual Reviews

The Commission shall conduct an annual review and evaluation of the Town Manager's performance in accordance with criteria mutually developed and adopted by the Town Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Commission deems necessary for the proper operation of the Town and the attainment of the Commission's policy objectives. The Commission and Town Manager may establish a relative priority among the mutually agreed goals and performance objectives. The adopted goals and objectives shall be reasonably attainable within the time limitations specified and within the annual

operating and capital budgets as appropriated by the Commission in the applicable fiscal year. The initial goals and performance objectives shall be established within 120 days after commencement of the Town Manager's employment. The goals and objectives shall be re-established thereafter on an annual basis, within 60 days after the annual review and performance evaluation of the Town Manager.

SECTION 9: Hours Per Week

The Town Manager is an exempt employee of the Town as defined in the job description of the position of Town Manager and shall devote whatever time is necessary to properly perform the duties of this position, it being generally understood that substantially more time than 40 hours per week may be required.

SECTION 10: Vacation Leave

The Town Manager shall be entitled to four weeks vacation leave per year. Upon termination, the accrual of any vacation time shall be capped at four weeks.

SECTION 11: Holidays

The Town Manager shall be entitled to the same paid holidays granted to the Town's employees.

SECTION 12: Health Benefits

The Commission shall provide and pay the premiums for comprehensive medical, dental, and, vision for the Town Manager under the Town's Preferred Provider Option Plans. In addition, it shall provide both short term and long term disability coverage for the Town Manager under its current plans. Coverage shall commence in accordance with the terms of the providers' respective contracts, or any exceptions thereto granted by Provider.

SECTION 13: Life Insurance

The Commission shall provide for a life insurance policy for the Town Manager under the Town's group life insurance policy which provides for coverage in an amount equivalent two (2) times the Town Manager's base salary. Coverage shall commence in accordance with the terms of the provider's contract. The Town Manager shall have the right to name the beneficiary of the life insurance policy.

SECTION 14: Retirement

During the first year term of this Agreement, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to 10% of the Town Manager's annual base salary plus any salary adjustments. For any subsequent terms of the Town Manager's employment, the Town Commission

shall determine the percentage contributed in an amount greater, if any, than this percentage. In such cases this Agreement shall be deemed to be automatically amended to reflect the new percentage of contribution. All such funds shall be owned by the Town Manager and fully transferable upon the termination of the Town Manager's employment to the extent allowed by law.

Within the first thirty (30) days of the Town Manager's employment, the Town shall make all necessary arrangements and approve all necessary documents to allow the Town Manager's direct deposit of earned income in both the ICMA-RC 457 Deferred Compensation Plan and the ICMA-RC 401(a) Defined Contribution Plan.

SECTION 15: Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association (ICMA), the Florida City and County Management Association (FCCMA), and the Palm Beach County City Management Association (PBCCMA). The Town shall pay other dues and subscriptions on behalf of the Town Manager provided these dues and/or subscriptions have been appropriated in the Town's budget.

SECTION 16: Outside Activities

With the prior approval of the Commission (which such approval shall not unreasonably be withheld), the Town Manager may engage in additional professional activities separate and apart from Town matters, provided said activities do not conflict or interfere with the performance of the Town Manager's duties and responsibilities to the Town.

SECTION 17: Car Allowance, Equipment, General Business Expenses and Professional Development.

The Town Manager shall receive a car allowance of \$500 per month.

The Town shall provide appropriate equipment necessary for the Town Manager to perform the Town Manager's official responsibilities which shall remain the property of the Town.

The Commission agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

The Commission also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development, continuing education, and for the good of the Town.

The Commission acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Commission shall pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

Section 18: Indemnify and hold harmless

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind or nature, arising out of the performance of the Town Manager's duties and responsibilities as Town Manager.

SECTION 19: Termination for Cause

The employment of the Town Manager may be terminated by a majority vote of the membership of the Commission for cause. The term "for cause" shall be defined to mean:

- 1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities;
- 2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement;
- 3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
- 4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination;
- 5) The commission of any act which constitutes moral turpitude;
- 6) A knowing or intentional violation of the Palm Beach County, State of Florida, or the International City/County Management Association's Code of Ethics.

If the Town Manager is terminated for cause, the Parties hereto expressly agree that the Commission is under no legal obligation to pay the Town Manager any severance pay. However, in accordance with Section 10, the Commission shall pay the Town Manager any accrued and unpaid salary and benefits earned prior to the effective date of termination. Other than the payment required by Section 10, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement.

SECTION 20: Termination without Cause

The Town Manager may be terminated "without cause" provided the Commission gives 120 days advance written notice of it's intention to do so.

If the Town Manager is terminated without cause the Town Manager shall be paid a lump sum severance pay consistent with Florida Statutes. The Town shall also compensate the Town Manager the financial value of the health and life insurance coverage it pays for the Town Manager following the date of termination for 20 weeks. After the payments described above are made, the Town shall have no further financial obligations to the Town Manager, and the Town Manager shall execute a general release to that effect.

SECTION 21: Voluntary Resignation

In the event that the Town Manager voluntarily resigns, the Town Manager shall provide to the Commission 120 calendar days advance written notice. The Town Manager shall not be entitled to severance pay; however, the Town Manager shall be entitled to receive accrued unused vacation per Section 10 of this Agreement..

SECTION 22: Return of Town Property

Upon the Town Manager's termination of employment, whether voluntary resignation or with or without cause, the Town Manager shall, within three (3) business days, return all Town property to the Town, including but not limited to keys, cell phone, lap top computer, public records not maintained at Town Hall and any other documents or property of the Town.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
James DuBois, Mayor

Date

Date

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Thomas J. Baird, Town Attorney

Date

TOWN MANAGER

Date