AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 2, 2013,
Immediately Following the
CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. **Proclamation Honoring Lisa Colgan for her Years of Service on the Library Board Tab 1**
2. **Proclamation Honoring Staples in Lake Park Tab 2**
3. **Proclamation Honoring the Lake Park Kiwanis Tab 3**
4. **Proclamation Honoring Publix in the Northlake Promenade Shoppes Tab 4**
5. **Proclamation Honoring the Toyota Motor Corporation and Earl Stewart Toyota Tab 5**

D. PUBLIC COMMENT:

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

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

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

6. First Public Hearing on the Budget Minutes of September 10, 2013 — Tab 6
7. Special Call Regular Commission Meeting Minutes of September 10, 2013 — Tab 7
8. Regular Commission Meeting Minutes of September 18, 2013 — Tab 8
9. Resolution No. 27-09-13 Authorizing the Mayor to Sign the Application for State Aid to Libraries — Tab 9
10. Resolution No. 35-10-13 Authorizing the Mayor to Approve the Town Piggyhacking the "Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement" Between the Solid Waste Authority and CrowderGulf Joint Venture, Inc. — Tab 10
11. Resolution No. 36-10-13 Authorizing the Mayor to Approve the Town Piggybacking the Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement" Between the Solid Waste Authority and Phillips and Jordan, Inc. — Tab 11
12. Declaring Certain Town Owned, Tangible Personal Property as "Surplus" and Eligible for Disposal — Tab 12
13. Consenting to the Execution of the Interlocal Agreement for the Final Termination and Dissolution of the South East Risk Management Association — Tab 13

F. BOARD APPLICANTS:

14. Consideration of Erich Von Unruh as a Regular member of the Planning and Zoning Board — Tab 14
15. Consideration of Ludie Francois as an Alternate Member of the Library Board — Tab 15
16. Consideration of Gunny Brutus as an Alternate Member of the Library Board — Tab 16
17. Consideration of Ludie Francois as a Regular Member of the Planning and Zoning Board — Tab 17
18. Consideration of Martin Schneider as a Regular Member of the Planning and Zoning Board — Tab 18

G. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

19. Ordinance 15-2013 Staff Initiated request to Extend the Legal Non-Conforming Signage Expiration Date for Signs that Do Not Meet the Town's Current Code Requirements from May 31, 2014 to July 5, 2016 in Section 70-104(E) of the Town of Lake Park Code of Ordinances — Tab 19

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE IV, SECTION 70-104(e) AND (e)(3) OF CHAPTER 70 PERTAINING TO LEGAL NON-CONFORMING SIGNS; PROVIDING FOR THE EXTENSION OF THE AMORTIZATION DATE FOR LEGAL NON-CONFORMING SIGNS TO JULY 5, 2016; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

H. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

20. Ordinance No. 14-2013 Adoption of Staff Initiated Text Amendment to Modify Chapter 22, Article III, of the Town Code of Ordinances Entitled "Mobile Vendors" Providing for Amendments Pertaining to Food and Merchandise Sales and Services by Mobile Vendors in the Town.

Tab 20

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE TOWN CODE ENTITLED "MOBILE VENDORS"; PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

I. QUASI-JUDICIAL PUBLIC HEARING:

21. Resolution No. 34-10-2013 Request by Offlease Automart LLC to Establish a Vehicle Sales with an Accessory Vehicle Repair Shop Establishment for Minor Installations without the Use of Heavy Machinery for Repairs of the Drainage and/or Refilling of Vehicles with Fluids at 1301 10th Street in the C-1 Business District. **Tab 21**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR VEHICLE SALES WITH AN ACCESSORY REPAIR SHOP ESTABLISHMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

J. NEW BUSINESS:

22. Canceling the January 1, 2014 Regular Commission Meeting **Tab 22**

23. Resolution No. 37-10-13 Recognizing Florida City Government Week October 20 – 26, 2013 **Tab 23**

K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

L. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, October 16, 2013

SPECIAL PRESENTATION/ REPORT

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 1

Agenda Title: Proclamation Honoring Lisa Colgan for Her Years of Service on the Library Board

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

Approved by Town Manager for Dale Sugerman **Date:** 9/23/13

Vivian Mendez – Town Clerk
Name/Title

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

Summary Explanation/Background: At the Regular Commission Meeting of September 18, 2013, the Commission agreed by consensus that Lisa Colgan be honored and recognized by proclamation at the October 2, 2013 meeting for her many years of service on the Library Board.

Recommended Motion: No motion is necessary.

PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
IN HONOR OF LISA COLGAN

WHEREAS*; *Lisa Colgan has been a long standing citizen of the Town of Lake Park and an integral member of this community; and

WHEREAS; Lisa Colgan has served both as a friend and neighbor to all who have had the privilege of knowing her, and as an individual who has for many years demonstrated her civic enthusiasm and concern for the Town of Lake Park; and

WHEREAS; in 1999, ***Lisa Colgan*** began to serve as a member of the Library Board; and

WHEREAS; Lisa Colgan has served as the Secretary for most of her 14 years of service on the Library Board; and

WHEREAS; in August of 2013 ***Lisa Colgan*** regrettably submitted her resignation to the Library Board; and

WHEREAS, the Town of Lake Park wishes to publicly recognize and honor ***Lisa Colgan*** for her contributions as a dedicated public volunteer.

NOW, THEREFORE, on behalf of the citizens and Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, do hereby publicly commend ***Lisa Colgan*** and express our sincere and enduring gratitude for the service that she has rendered to this community.

IN WITNESS WHEREOF, I *have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 2nd day of October, 2013.*

BY: _____

Mayor James DuBois

ATTEST:

_____

Vivian Mendez, Town Clerk

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 2

Agenda Title: Proclamation Honoring Staples In Lake Park

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

Approved by Town Manager DSS **Date:** 9/20/13

Vivian Mendez - Town Clerk
Name/Title

Originating Department: **Commissioner Rapoza**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **1) Proclamation** **2) Email from Commissioner Rapoza**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: On August 23, 2013 Commissioner Rapoza sent an email staff requesting that the attached proclamation be presented to Staples in recognition for their donation to the Lake Park Public Library.

Recommended Motion: No motion is necessary

PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
IN HONOR OF STAPLES

WHEREAS; the ***Staples*** located on Northlake Boulevard in Lake Park, Florida, has partnered with the Friends of the Library; and

WHEREAS; Staples has donated two furniture deliveries to the Friends of the Library for the Lake Park Public Library; and

WHEREAS; ***Staples*** donated furniture was used for the new Teen Room and other areas of the Lake Park Public Library; and

WHEREAS; ***Staples*** has also donated and delivered a commercial printer to the Lake Park Public Library; and

WHEREAS; the donations generously provided by ***Staples*** ensured that the patrons of the Lake Park Public Library would have the needed equipment and comfort in which to work; and

WHEREAS, **Staples** has committed to continue such contributions as they become available.

NOW, THEREFORE, on behalf of the citizens and Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, do hereby publicly commend **Staples** for its efforts and express our sincere and enduring gratitude for the services this business has rendered to the Lake Park Public Library and to this community.

IN WITNESS WHEREOF, *I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 2nd day of October, 2013.*

BY: _____
Mayor James DuBois

ATTEST:

_____
Vivian Mendez, Town Clerk

Vivian Mendez

From: Kathleen Rapoza
Sent: Friday, August 23, 2013 9:33 AM
To: Vivian Mendez
Subject: Camp Contributions please respond receipt

Camp Contributions

Proclamations for sponsors. Contributed to Lake Park Summer Camp Program/Recreation Dept.

Staples: Northlake Blvd. Lake Park. 561-882-0928 - Keith Lee GM, gave 2) deliveries to the "friends of the library" plus a commercial printer valued at $500.00. Total estimated donations $2500.00 to date and we are #1 on Keith's list for continued contribution calls when more becomes available.
Staples also matched my donation with a $50.00 gift card to 1st United Bank, last month. Furniture donations began in late May.

Lake Park Kiwanis - Roger Michaud pres. $340.00.

Diane's Bernhard's Bldg. Lake Harbour Towers 301 Lake Shore Dr. Lake Park - $40.00 collected & donated.

Toyota Corp. & Earl Stewart Toyota, Lake Park gave $1,000.00 each = 2,000.00 for summer camp program/rec. dept. Earl Stewart Toyota 1215 US 1 Highway, Lake Park. Josh Stewart to date will receive proclamation this may change. 561-844-3461

Publix , Northlake Blvd. Lake Park gave 1st United bank a $500.00 gift card for BLESSINGS IN A BACKPACK (reoccurring every year), for LP North Elementary School. Publix Manager, Russell Eddinger of Publix will receive the proclamation. 561-842-1193

In process:
1st United Bank - Rene Webster Sr. VP 741 US Highway One. No. Palm Beach 33408.
rwebster@1stub.com
To find 5-10 people that will give 1,000.00 to 501-C non profit tax deductible. Get Rene the name & letter to make checks payable plus the 501-C statement for the town. Appt. with Rene! will be next week to further discuss. 561-840-7751.

Kathy Rapoza
Commissioner. Lake Park

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 3

Agenda Title: Proclamation Honoring the Lake Park Kiwanis

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

Approved by Town Manager DSS **Date:** 9/20/13

Vivian Mendez - Town Clerk
Name/Title

Originating Department: **Commissioner Rapoza**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **1) Proclamation** **2) Email from Commissioner Rapoza**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: On August 23, 2013 Commissioner Rapoza sent an email to staff requesting that the attached proclamation be presented to the Lake Park Kiwanis in recognition for its donation to the Town of Lake Park Summer Camp.

Recommended Motion: No motion is necessary

PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
IN HONOR OF THE LAKE PARK KIWANIS

WHEREAS; the **Lake Park Kiwanis** has been serving the Town of Lake Park, Florida, and its children since 2000; and

WHEREAS; **Lake Park Kiwanis** has made a contribution to the Town of Lake Park Summer Camp Program; and

WHEREAS; ***Lake Park Kiwanis'*** contribution assisted with the field trips, bus rides, and activities conducted by the Town of Lake Park Summer Camp Program;

NOW, THEREFORE, on behalf of the citizens and Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, do hereby publicly commend **Lake Park Kiwanis** for its efforts and express our sincere and enduring gratitude for the services this organization has rendered to the Town of Lake Park children and to this community.

IN WITNESS WHEREOF, I *have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 2nd day of October, 2013.*

BY: _____
Mayor James DuBois

ATTEST:

_____
Vivian Mendez, Town Clerk

Vivian Mendez

From: Kathleen Rapoza
Sent: Friday, August 23, 2013 9:33 AM
To: Vivian Mendez
Subject: Camp Contributions please respond receipt

Camp Contributions

Proclamations for sponsors. Contributed to Lake Park Summer Camp Program/Recreation Dept.

Staples: Northlake Blvd. Lake Park. 561-882-0928 - Keith Lee GM, gave 2) deliveries to the "friends of the library" plus a commercial printer valued at $500.00. Total estimated donations $2500.00 to date and we are #1 on Keith's list for continued contribution calls when more becomes available.
Staples also matched my donation with a $50.00 gift card to 1st United Bank, last month. Furniture donations began in late May.

Lake Park Kiwanis - Roger Michaud pres. $340.00.

Diane's Bernhard's Bldg. Lake Harbour Towers 301 Lake Shore Dr. Lake Park - $40.00 collected & donated.

Toyota Corp. & Earl Stewart Toyota, Lake Park gave $1,000.00 each = 2,000.00 for summer camp program/rec. dept. Earl Stewart Toyota 1215 US 1 Highway, Lake Park. Josh Stewart to date will receive proclamation this may change. 561-844-3461

Publix , Northlake Blvd. Lake Park gave 1st United bank a $500.00 gift card for BLESSINGS IN A BACKPACK (reoccurring every year), for LP North Elementary School. Publix Manager, Russell Eddinger of Publix will receive the proclamation. 561-842-1193

In process:
1st United Bank - Rene Webster Sr. VP 741 US Highway One. No. Palm Beach 33408.
rwebster@1stub.com
To find 5-10 people that will give 1,000.00 to 501-C non profit tax deductible. Get Rene the name & letter to make checks payable plus the 501-C statement for the town. Appt. with Rene! will be next week to further discuss. 561-840-7751.

Kathy Rapoza
Commissioner. Lake Park

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 4

Agenda Title: Proclamation Honoring Publix in the Northlake Promenade Shoppes

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

Approved by Town Manager DSS **Date:** 9/20/13

Vivian Mendez - Town Clerk
Name/Title

Originating Department: **Commissioner Rapoza**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **1) Proclamation** **2) Email from Commissioner Rapoza**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: On August 23, 2013 Commissioner Rapoza sent an email to staff requesting that the attached proclamation be presented to the Publix in the Northlake Promenade Shoppes in recognition for the store's donation to Lake Park Elementary School.

Recommended Motion: No motion is necessary

PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
IN HONOR OF PUBLIX

WHEREAS; the ***Publix*** located in the Northlake Promenade Shoppes has partnered with 1st United Bank; and

WHEREAS; Publix donated a $500 dollar gift card to 1st United Bank; and

WHEREAS; ***Publix'*** donation was used by 1st United Bank for the Blessings in a Backpack program for Lake Park Elementary School; and

WHEREAS; the donation generously provided by ***Publix*** supplied the Lake Park Elementary School children with the needed school supplies to assist them in their studies; and

WHEREAS, ***Publix*** has committed to continue the contributions each year.

NOW, THEREFORE, on behalf of the citizens and Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, do hereby publicly commend ***Publix*** for its efforts and express our sincere and enduring gratitude for the services this business have rendered to the Town of Lake Park Elementary School and to this community.

IN WITNESS WHEREOF, I *have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 2nd day of October, 2013.*

BY: _____
Mayor James DuBois

ATTEST:

_____
Vivian Mendez, Town Clerk

Vivian Mendez

From: Kathleen Rapoza
Sent: Friday, August 23, 2013 9:33 AM
To: Vivian Mendez
Subject: Camp Contributions please respond receipt

Camp Contributions

Proclamations for sponsors. Contributed to Lake Park Summer Camp Program/Recreation Dept.

Staples: Northlake Blvd. Lake Park. 561-882-0928 - Keith Lee GM, gave 2) deliveries to the "friends of the library" plus a commercial printer valued at $500.00. Total estimated donations $2500.00 to date and we are #1 on Keith's list for continued contribution calls when more becomes available.
Staples also matched my donation with a $50.00 gift card to 1st United Bank, last month. Furniture donations began in late May.

Lake Park Kiwanis - Roger Michaud pres. $340.00.

Diane's Bernhard's Bldg. Lake Harbour Towers 301 Lake Shore Dr. Lake Park - $40.00 collected & donated.

Toyota Corp. & Earl Stewart Toyota, Lake Park gave $1,000.00 each = 2,000.00 for summer camp program/rec. dept. Earl Stewart Toyota 1215 US 1 Highway, Lake Park. Josh Stewart to date will receive proclamation this may change. 561-844-3461

Publix , Northlake Blvd. Lake Park gave 1st United bank a $500.00 gift card for BLESSINGS IN A BACKPACK (reoccurring every year), for LP North Elementary School. Publix Manager, Russell Eddinger of Publix will receive the proclamation. 561-842-1193

In process:
1st United Bank - Rene Webster Sr. VP 741 US Highway One. No. Palm Beach 33408.
rwebster@1stub.com
To find 5-10 people that will give 1,000.00 to 501-C non profit tax deductible. Get Rene the name & letter to make checks payable plus the 501-C statement for the town. Appt. with Rene! will be next week to further discuss. 561-840-7751.

Kathy Rapoza
Commissioner. Lake Park

TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 5

Agenda Title: Proclamation Honoring the Toyota Motor Corporation and Earl Stewart Toyota

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

Approved by Town Manager DJS **Date:** 9/20/13

Vivian Mendez - Town Clerk
Name/Title

Originating Department: **Commissioner Rapoza**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **1) Proclamation** **2) Email from Commissioner Rapoza**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: On August 23, 2013 Commissioner Rapoza sent an email to staff requesting that the attached proclamation be presented to the Toyota Motor Corporation and Earl Stewart Toyota in recognition for their donation to the Town of Lake Park Summer Camp Program.

Recommended Motion: No motion is necessary

PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
IN HONOR OF THE TOYOTA MOTOR CORPORATION AND EARL STEWART TOYOTA

WHEREAS*; *Earl Stewart Toyota is located on Federal Highway in Lake Park, Florida, and has been serving the Town of Lake Park since 2003; and

WHEREAS; the ***Toyota Motor Corporation and Earl Stewart Toyota*** have made contributions to the Town of Lake Park Summer Camp Program; and

WHEREAS; the ***Toyota Motor Corporation*** donated $1000 to the Town of Lake Park Summer Camp Program; and

WHEREAS; ***Earl Stewart Toyota*** donated $1000 to the Town of Lake Park Summer Camp Program; and

WHEREAS; the $2000 donation generously provided by the ***Toyota Motor Corporation and Earl Stewart Toyota*** assisted with field trips, bus rides, and activities conducted by the Town of Lake Park Summer Camp Program;

NOW, THEREFORE, on behalf of the citizens and Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, do hereby publicly commend the ***Toyota Motor Corporation and Earl Stewart Toyota*** for their efforts and express our sincere and enduring gratitude for the services they have rendered to the Town of Lake Park Summer Camp Program and to this community.

IN WITNESS WHEREOF, I *have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 2nd day of October, 2013.*

BY: _____

Mayor James DuBois

ATTEST:

_____

Vivian Mendez, Town Clerk

Vivian Mendez

From: Kathleen Rapoza
Sent: Friday, August 23, 2013 9:33 AM
To: Vivian Mendez
Subject: Camp Contributions please respond receipt

Camp Contributions

Proclamations for sponsors. Contributed to Lake Park Summer Camp Program/Recreation Dept.

Staples: Northlake Blvd. Lake Park. 561-882-0928 - Keith Lee GM, gave 2) deliveries to the "friends of the library" plus a commercial printer valued at $500.00. Total estimated donations $2500.00 to date and we are #1 on Keith's list for continued contribution calls when more becomes available.
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rwebster@1stub.com
To find 5-10 people that will give 1,000.00 to 501-C non profit tax deductible. Get Rene the name & letter to make checks payable plus the 501-C statement for the town. Appt. with Rene! will be next week to further discuss. 561-840-7751.

Kathy Rapoza
Commissioner. Lake Park

Consent Agenda

TAB 6

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 6

Agenda Title: First Public Hearing on the Budget Meeting Minutes of September 10, 2013

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

Approved by Town Manager DSS **Date:** 9/17/13

Shari Canada, CMC, Deputy Town Clerk
Name/Title

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

Summary Explanation/Background:

Recommended Motion: To approve the First Public Hearing on the Budget Meeting Minutes of September 10, 2013.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Special Call First Public Hearing
On the Budget Meeting
Tuesday, September 10, 2013, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

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

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A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC HEARING:

******* OPEN PUBLIC BUDGET HEARING*******

A. Staff Report
B. Public Comments
C. Commission Deliberation

1. Resolution No. 25-09-13 Adopting a Tentative Millage Rate for Fiscal Year 2013-2014
Tab 1

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE

TOWN OF LAKE PARK FOR FISCAL YEAR 2013/2014; PROVIDING FOR AN EFFECTIVE DATE.

2. Resolution No. 26-09-13 Adopting a Tentative Budget for Fiscal Year 2013-2014 **Tab 2**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

3. Setting the 2013-2014 Non-Ad Valorem Stormwater Assessment Rate **Tab 3**

4. Setting the 2013-2014 Non-Ad Valorem Sanitation Assessment Rate **Tab 4**

******* CLOSE PUBLIC BUDGET HEARING*******

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

E. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

F. ADJOURNMENT:

Minutes
Town of Lake Park, Florida
First Public Hearing on the Budget
Tuesday, September 10, 2013, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of the First Public Hearing on the Budget on Tuesday, September 10, 2013 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call.

Mayor DuBois led the pledge of allegiance.

PUBLIC HEARING:

Mayor DuBois opened the Public Hearing.

1. Resolution No. 25-09-13 Adopting a Tentative Millage Rate for Fiscal Year 2013-2014

A. Staff Report

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

B. Public Comments

None

C. Commission Deliberation

Commissioner Flaherty proposed 8.7 mils and provided a handout outlining the changes in the budget (see attached Exhibit "B").

Mayor DuBois asked if Commissioner Flaherty has talked to Town staff regarding his proposed changes.

Commissioner Flaherty stated "no". He explained the changes on page 1 of his handout under General Fund.

Vice-Mayor Glas-Castro asked if these were revenues or expenditures.

Commissioner Flaherty stated "revenues".

Vice-Mayor Glas-Castro stated that reducing revenues will not change the millage rate that it will do the opposite and asked if making this change will make Commissioner Flaherty proposed budget balance.

Commissioner Flaherty stated "yes". He stated that based on current year expenditures, he is recommending that the Pro. Services – Town Att. line item be reduced by $20,000.

Commissioner O'Rourke stated that the Town has entered into an agreement to evaluate changes to the Town's electoral process and that those amounts were not a great deal but, questioned if that is an expense that the Town should undertake at this time. He suggested putting it off until another year. He asked what is the cost for this agreement.

Attorney Baird stated that there were two (2) phases to the item and the cost was about $8,000 for the second phase. He stated that it was his understand that this cost was not coming out the of the Town Attorney line item but another line item in the General Fund.

Town Manager Sugerman stated that $8,800 was included in the budget for phase two (2) and it is in the Town Commission budget on page eleven (11) of the budget.

Mayor DuBois asked if an expenditure for this project has already been approved.

Attorney Baird stated that $800 has already been spent.

Commissioner O'Rourke requested that the $8,800 in the Town Commission budget for the change in the electoral process be removed from the budget. He stated that he is making this suggestion in order to make the 2013-2014 budget from going higher and find places to save money. He stated that he is not in favor of increasing the millage rate.

Commissioner Flaherty asked if the Commission approves the Department or Town Manager proposed budget.

Town Manager Sugerman stated that the Commission can choose the Department, Town Manager or another proposed budget that the Commission chooses. He explained that the budget contains two (2) years of history, actual for the current year, Department requested, and the Town Manager proposed.

Mayor DuBois asked if the millage rate is reduced to 8.7 mils could it be increased back to 8.9 mils at the Final Budget Hearing.

Town Manager Sugerman explained that if the millage rate was reduced to 8.7 it could go back to 8.9 mils at the Final Budget Hearing but it would be a time consuming and costly process.

Mayor DuBois asked if the millage rate remained at 8.9 mils and was reduced to 8.7 mils at the Final Budget Hearing, would that cost the Town any time or funds.

Town Manager Sugerman stated "no" and that by approving the 8.9 mils at this meeting it would provide staff with time to analyze the information provided by Commissioner

Flaherty. He stated that until this meeting staff has not seen the information provided by Commissioner Flaherty.

Mayor DuBois stated that he wants staff to vet the information provided by Commissioner Flaherty.

Vice-Mayor Glas-Castro stated that she has no problems with the spirit of what Commissioner Flaherty has proposed. She thinks the items included are items that the Commission previously discussed and expressed concerns about.

Commissioner O'Rourke asked about cross training of employees and wanted to know if the Parks and Recreation Director, Kathleen Carroll, could be cross-trained to perform other functions within the Town.

Town Manager Sugerman explained that Parks and Recreation Director Carroll's salary is an expense to the General Fund and if she were to be cross-trained in order to save money for the General Fund that the assignment would have to be to provide a service from another fund such as Sanitation, Streets or Roads, or Marina Funds. He stated that it is not likely the General Fund dollars could be saved by having a portion of her time in another position unless that portion of time was in a position in a different fund.

Commissioner O'Rourke stated that the Public Works Department cross-training is where he got this idea from for Parks and Recreation Director Carroll.

Town Manager Sugerman stated that this is an example of where the Town can get an economy of scale from cross training similar jobs in multiple funds. He stated that he has spoken with Parks and Recreation Director Carroll about the recreation activities for the next fiscal year. He explained that the Town has provided recreational programming during this last year however; the community has not been responsive to the type of programming that the Town has offered. He explained that staff has been working on a "white paper" to propose to the Commission recreational programming for the next fiscal year that will be based upon special events, community-wide activities, and rentals. The proposal would be presented to the Commission before the end of the calendar year.

Commissioner O'Rourke stated that he finds it difficult to change part-time employees to full-time employees and provide a 5% increase to the Town Clerk/Deputy Town Manager when the rest of staff have not had a raise in approximately five (5) years and are being asked to pay more for medical benefits. He suggested that these changes be put off for one (1) more year.

Town Manager Sugerman read a memorandum from Town Clerk/Deputy Town Manager Mendez dated August 27, 2013 (see attached Exhibit "C").
Commissioner Rapoza stated that she needs time to evaluate the information provided by Commissioner Flaherty. She stated that it is very important to have a balanced budget. She stated that she has confidence in the Town Manager and staff to move the Town forward to provide the Commission the opportunity next year to lower the millage rate.

Mayor DuBois thinks that the budget and millage could be reduced by some amount and that he does not know what that amount is. He suggested that the Commission that work with staff on the budget between now and the September 25, 2013 Final Budget Hearing.

Commissioner O'Rourke asked what debt services expenses will expire soon.

Town Manager Sugerman explained that there is debt service expiring in 2014, 2016, 2017 and possible as far out at 2039. He explained that where the Town may get the most benefit is refinancing the debt because some of the debt is at 5.65% and there is no reason the Town should not be able to refinance at 3.5 or 4%. He stated that there are a number of things the Town can do to provide "some breathing room" in the budget and that he thinks that the future has promise. He requested that the Commission approve a millage rate of 8.9 mils. He stated that an offer has been made by an anonymous person to pay the difference for those who cannot afford the difference between last year's and this year's tax bill if the Commission approves the 8.9 mils. He stated that based on the comments made at this meeting, he will work with Finance Director Rane to see if the millage rate can be lowered by the Final Budget Hearing on September 25, 2013

Motion: A motion was made by Vice-Mayor Glas-Castro to approve Resolution No. 25-09-13 Adopting the Tentative Millage Rate for Fiscal Year 2013-2014; Commissionér Rapoza made the second.

Vote on Motion:

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

Motion passed 3-2.

2. Resolution No. 26-09-13 Adopting a Tentative Budget for Fiscal Year 2013-2014

A. Staff Report

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

B. Public Comments

None

C. Commission Deliberation

Motion: A motion was made by Vice-Mayor Glas-Castro to approve Resolution No. 26-09-13 Adopting the Tentative Budget for Fiscal Year 2013-2014; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		

Commissioner O'Rourke		X	
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 4-1.

3. Setting the 2013-2014 Non-Ad Valorem Stormwater Assessment Rate

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

Mayor DuBois stated that it is strange that the rate has not changed since 2009 to reflect the increase cost to provide stormwater related services and thinks that it is remarkable that it has stayed the same.

Motion: A motion was made by Commissioner Flaherty to set the Non-Ad Valorem Stormwater Rate for Fiscal Year 2013-2014 at $6.50 per Equivalent Stormwater Unit (ESU) per month; Commissioner O'Rourke made the second.

Vote on Motion:

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

Motion passed 5-0.

4. Setting the 2013-2014 Non-Ad Valorem Sanitation Assessment Rate

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

Commissioner O'Rourke asked about the recommendation of the rate remaining the same even though there are equipment issues in the Sanitation Department.

Town Manager Sugerman explained that he made a professional judgment that deferring those expenses for one (1) additional year can be accomplished without harm to the operation. He stated that if the Commission wants to advance the schedule for the replacement of equipment that can be accomplished by modifying the sanitation rate structure by Resolution.

Mayor DuBois stated that 2009 to 2013-2014 is a long time without an adjustment and that smaller incremental adjustments have less kick-back. He asked if it is wise to continue at the same rate and is it wise to give the Town's commercial customers and residents a big increase when the rate is adjusted.

Town Manager Sugerman stated that in other jurisdictions that he has worked that for utility funds the rates are adjusted every year by some standard such as the consumer price index for the region. He provided the example that the Seacoast Utility Authority

adjusts their rates annually. He stated that he did not feel comfortable increasing the Millage Rate and the Stormwater and Sanitation Non-Ad Valorem Rates. He thinks that the Ad Valorem Rate will decrease but the Stormwater and Sanitation Rates will increase.

Mayor DuBois asked if the Stormwater and Sanitation Rates can be part of the discussion for lowering the millage rate.

Town Manager Sugerman explained that the Non-Ad Valorem Rates can be adjusted at any time. However, the rates are being set at this meeting and will not be considered at the Final Public Hearing on the Budget on September 25, 2013.

Commissioner O'Rourke asked if there is a way to put reserves into the Sanitation Fund.

Town Manager Sugerman stated "yes" and explained that the Stormwater and Sanitation Funds have reserves.

Motion: A motion was made by Commissioner O'Rourke to set the Non-Ad Valorem Sanitation Rate for Fiscal Year 2013-2014 at the same rates as set forth in Exhibits A & B of Resolution 34-08-09 ; Commissioner Flaherty made the second.

Vote on Motion:

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

Motion passed 5-0.

Mayor DuBois closed the Public Hearing.

PUBLIC COMMENT:

None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Attorney Baird no comments.

Town Manager Sugerman no comments.

Commissioner Rapoza no comments.

Commissioner Flaherty thanked staff for their hard work on the budget.

Vice-Mayor Glas-Castro no comments.

Mayor DuBois no comments.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner O'Rourke and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:01 p.m.

_____
Mayor James DuBois

_____
Deputy Town Clerk, Shari Canada, CMC

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **September 10, 2013** **Agenda Item No.** Tab 1

Agenda Title: **Resolution Adopting a Tentative Millage Rate For Fiscal Year 2013-2014**

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

Approved by Town Manager _____ **Date:** 8/29/13

Blake K. Rane **Finance Director** BKR
Name/Title

Originating Department: **FINANCE**	Revenue: $ 3,990,484 Funding Source: Property Taxes Acct. # 001-311.100 [X] Finance ____BKR_____	**Attachments:** **Resolution __-09-13**
Advertised: Date: __No later than 8/25/13_ Via: __Mailed TRIM Notices_ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone __BKR_____ or Not applicable in this case _____ **Please initial one.**

Summary Explanation/Background:

In accordance with Florida Statute the Town must approve a Resolution to adopt a "tentative Millage Rate" for the next fiscal year. This is required for Statutory Truth in Millage (TRIM) compliance. Any changes proposed by the Town Commission at the First Budget Hearing, will be incorporated into the advertisements for the Final Budget Hearing.

Fla. Stat. 200.065(2)(c) requires that: "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, recompute its proposed millage rate, and publicly announce the percent, if any, by which the recomputed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

Recommended Motion:.

I move to approve Resolution No. 25-09-13 setting the tentative millage rate at 8.9000 mills for Fiscal Year 2013-2014.

Exhibit "B"

Account	Starting Balance	Dept.	TM	Adjustment To:	Amount	Approve	After Approval
General Fund	8375028	3000	7500	Franchise Fee -Gas	-1500	**6000**	
		50000	0	Admin Marina Fund	25000	**25000**	
		21000	21000	Rec Facilities Rental	2000	**23000**	
							8400528
Commission	94770	10000	10000	Travel and Training	-1000	**9000**	
		5800	5800	Promotional Activities	1000	**6800**	
							94770
Town Manager	199527						
						NC	199527
Human Resources	128853	62418	62418	Executive Salaries	-2972	**59446**	
							125881
Town Clerk	155632						
						NC	155632
Legal	121000	120000	120000	Pro. Service-Town Att.	-20000	**101000**	
							101000
Info. Technology	163687	8000	8000	Pro. Service-Adm IT	-5500	**2500**	
		37157	20000	Cap. Outlay	-20000	**0**	
		2000	2000	Contingency	2000	**4000**	
							140187
Finance Dept.	417951	31200	31200	Part Time Salaries	-15600	**15600**	
		4078	4078	Contractual Service	-1456	**2622**	
		35000	35000	Building Improvements	-35000	**0**	
							400895
Valic Cont.		21997	21997	Valic Contributions	-21997	0	-21997

Account	Starting Balance	Dept.	TM	Adjustment To:	Amount	Approve	After Approval
Law Enforcement	2667115						
						NC	2667115
Emergency	1550505						
						NC	1550505
PW Admin	197918						
						NC	197918
PW Grounds	355481						
						NC	355481
PW Facility Main.	260975						
						NC	260975
Vehicle Main.	76124						
						NC	76124
Parking Meters	75707						
						NC	75707
Community Dev.	513308	216300	216300	Regular Salaries	**-45760**	**170540**	
		0	**0**	Part Time Salaries	**34320**	34320	
		37935	37935	Medical	-7587	**30348**	
		1890	1890	Dental	-378	**1512**	
		1114	1114	Life	-195	**919**	
		325	325	Vision	-65	**260**	
		3776	3776	Disability	-610	**3166**	
							493033
Recreation	184847			Line for donations from 4th of July			
						NC	184847

Account	Starting Balance	Dept.	TM	Adjustment To:	Amount	Approve	After Approval
Library	252659	**33566**	34632	Regular		33566	
		92623	**49219**	Part Time Salaries	**19163**	**68382**	
				49219+19163=68382			
		31102	**31102**	Insurance	**-4102**	**27000**	
				31102-4102=2700			
							266654
Library State Aid	5369						
						NC	5369
Non-Departmental	949953						
						NC	949953
	8371381						**8279576**
							Difference
							120952

Account	Starting Balance	Dept.	TM	Adjustment To:	Amount	Approve	After Approval
Insurance	270400						
						NC	270400
Street & Roads	333685	0	**75**	Travel & Training		75	
		0	1508	Emergency Reserves	-1508	0	
							332177
							Difference
							1508
Debt Service	775600						
						NC	
							775600
Marina Fund	1085109	0	0	Admin. Fees	**25000**	25000	
							1110109
Stormwater Utility	503440						
						NC	
							503440
Sanitation Fund	1450243	36500	**15000**	Containers	**12375**	**27325**	
				1500+12375=27325			1462618
CRA Fund	450084						
						NC	
							450084
Valic "Ent. Fund's"	13667	13667	13667			**0**	-13667

Final	**Remaining General Fund Balance**						
		120952					
Transfer to Sanitation		12375					
		108577		.20 mills= 85584			
		108577					
Transfer to CRA		15000		Remaining Balance of	93577		
		93577		Deduct .20 mills @	85584		
					7993		
Purchase New Sign							
for Library with	7993						
remianing Funds							
	0						

Exhibit "C"

TOWN OF LAKE PARK

MEMO

To: Dale S. Sugerman, Town Manager
Blake Rane, Finance Director

From: Vivian Mendez, Town Clerk/Deputy Town Manager

Date: August 27, 2013

Subject: 5% Temporary Assignment Pay

I began working for the Town of Lake Park in 2003 as the receptionist. In 2005 I became the Deputy Town Clerk and in 2006 became the Town Clerk. I have looked forward to learning something new each day and all the challenges that come with this career path. I am really excited about the expansion of my role with the Town of Lake Park and all the new challenges that will come before me.

I also know of the Town's budgetary constraints and the challenges that you face in putting together a balanced budget. With that said I am respectfully declining the 5 percent temporary assignment pay which is currently included in the proposed budget.

I look forward to and appreciate the opportunity.

Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **September 10, 2013** **Agenda Item No.** Tab 2

Agenda Title: **Resolution Adopting a Tentative Budget for Fiscal Year 2013-2014**

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

Approved by Town Manager _____ **Date:** 8/29/13

Blake K. Rane **Finance Director** BKR
Name/Title

Originating Department: **FINANCE**	Revenue: $ 13,365,830 Funding Source: Various Acct. #: Various across all Town Funds [X] Finance ____BKR_____	**Attachments:** **Resolution __-09-13**
Advertised: Date: _____ Mailed: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _BKR_ **Please initial one.**

Summary Explanation/Background:
In accordance with Florida Statute the Town must approve a Resolution to adopt a "tentative budget" for the next fiscal year. This is required for Statutory Truth in Millage (TRIM) compliance. Any changes proposed by the Town Commission at the First Budget Hearing will be incorporated into this budget.

Fla. Stat. 200.065(2)(c) requires that: "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, recompute its proposed millage rate, and publicly announce the percent, if any, by which the recomputed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

Recommended Motion:
I move to approve Resolution No. 26-09-13 adopting the tentative budget for Fiscal Year 2013-2014.

Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **September 10, 2013** **Agenda Item No.** Tab 3

Agenda Title: **Setting the 2013-2014 Non-Ad Valorem Assessed Stormwater Rate**

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

Approved by Town Manager _____ **Date:** 8/29/13

Blake K. Rane **Finance Director** BKR
Name/Title

Originating Department: **FINANCE**	Costs: N/A Funding Source: Acct. # [X] Finance ____BKR_____	**Attachments:** **Copy of Resolution 33-08-09**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case _BKR_ **Please initial one.**

Summary Explanation/Background:

Each fiscal year, the Commission must either renew the existing non-Ad Valorem stormwater rate by motion or adjust the rate as it sees fit by Resolution.

The existing (FY 2012-2013) rate of $6.50 per month for each Equivalent Stormwater Unit (ESU) was established in August 2009 pursuant to Resolution 33-08-09, a copy of which is attached. Staff recommends that no adjustment be made to the rate and that it be held constant at $6.50 per ESU per month.

Recommended Motion:

I move that the existing non-Ad Valorem stormwater rate for fiscal year 2013-2014 be set at $6.50 per ESU per month.

Exhibit "F"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **September 10, 2013** **Agenda Item No.** Tab 4

Agenda Title: **Setting the 2013-2014 Non-Ad Valorem Assessed Sanitation Rates**

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

Approved by Town Manager _____ **Date:** 8/29/13

Blake K. Rane **Finance Director** BKR
Name/Title

Originating Department: **FINANCE**	Costs: N/A Funding Source: Acct. # [X] Finance ____BKR_____	**Attachments:** **Copy of Resolution 34-08-09 with Exhibits A & B**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case _BKR_ **Please initial one.**

Summary Explanation/Background:

Each fiscal year, the Commission must either renew the existing non-Ad Valorem Residential and Commercial Sanitation rates by motion or adjust the rates as it sees fit by Resolution.

The existing (FY 2012-21013) rates were last adjusted in August 2009 pursuant to Resolution 34-08-09, a copy of which is attached along with Exhibits A & B which show the details of the 2009 rates. Staff recommends that no adjustment be made to the rates and that they be held constant.

Recommended Motion:

I move that the non-Ad Valorem Sanitation rates for fiscal year 2013-2014 be set at the same rates as set forth in Exhibits A & B.

TAB 7

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 7

Agenda Title: Special Call Regular Commission Meeting Minutes of September 10, 2013

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

Approved by Town Manager _____ **Date:** 9/18/13

Shari Canada, CMC, Deputy Town Clerk
Name/Title

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

Summary Explanation/Background:

Recommended Motion: To approve the Special Call Regular Commission Meeting Minutes of September 10, 2013.

AGENDA

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

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

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

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

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

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

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

F. OLD BUSINESS:
None

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

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

Tab 6

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

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

Tab 7

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

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

Tab 8

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

H. NEW BUSINESS:

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

Practices Liability, Automobile Liability, and Workers' Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust **Tab 10**

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

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

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

Minutes
Town of Lake Park, Florida
Special Call Regular Commission Meeting
Tuesday, September 10, 2013, 8:08 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Special Call Regular Commission Meeting on Tuesday, September 10, 2013 at 8:08 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call.

Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

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

Thomas Twyford presented the plaque to the Town and showed a PowerPoint presentation (see attached Exhibit "A").

Motion: A motion was made by Commissioner O'Rourke to Approve the Use of the Marina for the 2014 Kid's Fishing Day Event; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC COMMENT:

None

CONSENT AGENDA:

2. **Budget Workshop Meeting Minutes of August 13, 2013**
3. **Regular Commission Meeting Minutes of August 21, 2013**
4. **Commission Workshop Meeting Minutes of August 26, 2013**

5. **Extension of Landscape Maintenance Agreement with Chris Wayne & Associates, Inc. for the Lake Park Harbor Marina.**

Motion: A motion was made by Commissioner O'Rourke to approve the Consent Agenda; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:

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

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

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

Vote on Motion:

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

Motion passed 5-0.

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

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

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

Motion: A motion was made by Commissioner O'Rourke to adopt Ordinance 12-2013 on Second Reading; Commissioner Flaherty made the second.

Vote on Motion:

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

Motion passed 5-0.

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

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

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

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

Vote on Motion:

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

Motion passed 5-0.

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

<u>NEW BUSINESS:</u>

9. Approving Commissioner Rapoza's Use of Town Stationary

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

Motion: A motion was made by Commissioner O'Rourke to approve Commissioner Rapoza's Use of Town Stationary; Commissioner Flaherty made the second.

Vote on Motion:

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

Motion passed 5-0.

10. Resolution No. 28-09-13 Authorizing the Town Manager to Renew for FY 2014 Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability, and Employment Practices Liability, Automobile Liability, and Worker's Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust

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

Commissioner O'Rourke asked what lighting has been added to the asset list.

Town Manager Sugerman stated that the additional lighting is street lighting.

Finance Director Blake Rane explained that the facilities group performed a detailed inventory of all the lights within the Town. The additional lighting is primarily the decorative lighting at the Marina and in the CRA.

Mayor DuBois asked if there is a claim how is the lose compensated.

Ellen Jones, Gehring Group, explained that it would depend on if the damage to the property was caused by a named storm or other act. She explained that the deductible for a named storm is calculated differently then damage caused by fire, vandalism or other related act.

Motion: A motion was made by Commissioner O'Rourke to approve Resolution No. 28-09-13; Commissioner Flaherty made the second.

Vote on Motion:

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

Motion passed 5-0.

11. Resolution No. 29-09-13 Authorizing the Town Manager to Obtain for Fiscal Year 2014 Medical Insurance Coverage through Florida Blue; to Renew for Fiscal Year 2014 MetLife Dental Insurance; to Renew for Fiscal Year 2014 the Lincoln Financial Group Employee Life, Short-Term Disability, and Long-Term Disability Insurance; and to Renew for Fiscal Year 204 the Contract with The Center for Family Services of Palm Beach County, Inc. for an Employee Assistance Program for Town Employees

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

Motion: A motion was made by Commissioner O'Rourke to approve Resolution No. 29-09-13; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 5-0.

12. Resolution No. 30-09-13 Authorizing the Town Manager to Execute the Letter of Agreement with the International City/County Management Association Retirement Corporation in Order to Establish a Vantagepoint Payroll Deduction Roth Individual Retirement Account for Town Employees

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

Motion: A motion was made by Commissioner O'Rourke to approve Resolution No. 30-09-13; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 5-0.

13. Award of Contract for Lake Park Harbor Marina Seawall Joint Sealing-Demonstration (Filter Fabric Retro-Fit), Bid 102-2013 to Palmwood Corporation

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

Commissioner O'Rourke stated that the contract includes an hourly rate and asked if there is a cap on the number of hours.

Town Manager Sugerman stated that the cap is fifteen (15) hours.

Mayor DuBois asked how many seawall joints will be included in this demonstration.

Town Manager Sugerman explained that it will be thirteen (13) joints and fourteen (14) seawall panels.

Mayor DuBois stated that this demonstration is for the loss of fill between the panels and under the panels.

Town Manager Sugerman concurred and explained that the filter-fabric does not go down to the seabed floor.

Commissioner O'Rourke asked what period of time will the demonstration project be tested in order to determine what method is best.

Town Manager Sugerman explained that the demonstration project will run between ninety (90) and one hundred and twenty (120) days.

Commissioner O'Rourke asked if that is an adequate time.

Town Manager Sugerman stated "yes" and explained that if the weather is nice that staff will create mini storms and flood the sidewalks to test the demonstrations. He hopes that both methods work so that the Town can use either or both methods and the lowest cost.

Mayor DuBois stated that it is his understanding that the original filter-fabric that was installed was not installed properly and that is why there is an issue with the loss of backfill.

Town Manager Sugerman explained that based on discussions with experts not associated with the original design it is suspected that the filter-fabric was not properly installed. However, the Town has not excavated deep enough to prove that the filter-fabric was not installed properly and that part of the demonstration will expose whether or not the original filter-fabric was installed properly.

Mayor DuBois asked if the original filter-fabric was installed using the method that will be used in this demonstration project.

Public Works Director David Hunt explained that excavation has commenced and have found a section at the seams between the panels a portion of filter-fabric with a pair of parallel of furring strips fastened to the concrete according the specifications being recommended.

Mayor DuBois asked if the furring strips where inside "pockets" of filter-fabric and then attached to the concrete.

Public Works Director Hunt stated that he could not confirm that the furring strips where inside "pockets" of filter-fabric. He explained that they have found incidences of the filter-fabric "sloughing" off the panels throughout the panel.

Mayor DuBois stated that by creating the "pocket" the filter-fabric is secured on both sides and prevents tearing of the filter-fabric and is an improvement over the original design.

Vice-Mayor Glas-Castro asked if the pavers going to be left off during the demonstration for observation.

Town Manager Sugerman stated "yes".

Vice-Mayor Glas-Castro asked once the paver bricks can be put back in will Public Works do that work.

Town Manager Sugerman stated that the paver bricks may not be re-installed and another material may be used.

Motion: A motion was made by Commissioner O'Rourke approve contracting with Palmwood Corporation in the amount of $24,448.96 to perform the requirements of Bid No. 102-13 and establish a contingency of $2,240.00; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

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

Motion passed 5-0.

14. Authorizing the Mayor to Execute the Ninth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the Period Beginning October 1, 2013 through September 30, 2014

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

Commissioner Flaherty stated that the renewal term in the ninth addendum states: "In accordance with Article 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement is renewed for an additional four (4) year term commencing October 1, 2013 and ending September 30, 2017, unless the Agreement is otherwise extended or terminated" and asked if the contract is being renewed for four (4) years.

Town Manager Sugerman explained that the addendum is renewing the agreement for a four (4) year term with an annual six (6) month notice to terminate the agreement.

Commissioner Flaherty asked if the Town will not be able to re-negotiate or renew the agreement until 2017.

Town Manager Sugerman stated that the Town does not re-negotiate the contract that the Town is told the cost to provide the service.

Vice-Mayor Glas-Castro asked if the Town terminated the contract and brought back law enforcement as a Town department could the Town cover the personnel and capital for the $2.6 million.

Town Manager Sugerman stated "no".

Vice-Mayor Glas-Castro asked if there were any other viable alternatives such as a neighboring municipality providing the service.

Town Manager Sugerman explained that last year the three (3) physically adjacent neighbors were invited to provide police services to the Town and all three (3) declined to provide services. He stated that the Town could ask again but that he knows what the answer will be.

Commissioner O'Rourke asked if the Town could provide patrol services and contract out the Detective Division.

Town Manager Sugerman stated that he does not know the answer to that question because they have not asked that question. He stated that the invitation was to match the existing services provided by the Palm Beach County Sheriff's Office (PBSO). He has not taken the time to break down the individual components.

Commissioner Flaherty asked if there was a contract with PBSO for the CRA.

Town Manager Sugerman stated that the CRA had contracted with PBSO separately to provide two (2) full-time Deputies three (3) years ago; that was amended and reduced to one (1) and then two (2) years ago the contract was amended to eliminate that CRA contract with PBSO. He explained that is why a year ago the CRA hired the security firm whose contract was subsequently terminated.

Commissioner O'Rourke asked if the PBSO contract covers the CRA.

Town Manager Sugerman stated "yes".

Mayor DuBois stated PBSO defines what the staffing level is and stated that on Schedule 6 of the original agreement it states that the current anticipate staffing is for sixteen (16) law enforcement officers and asked if that is the current number of Deputies being provided.

Town Manager Sugerman stated "yes" and explained that the Town has been able to adjust the level of service and provided the examples of changing from a Captain to a Lieutenant as District Commander, and reducing the number of school crossing guard.

Mayor DuBois asked if the Town is receiving the same level of service as 2001.

Town Manager Sugerman stated "no" and stated that the Town has less service for higher cost. He explained that the cost for personnel, benefits and other items have increased since 2001 and the level of service has decreased.

Motion: A motion was made by Commissioner Rapoza to Authorize the Mayor to Execute the Ninth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the Period Beginning October 1, 2013 through September 30, 2014; Vice-Mayor Glas-Castro made the second.

Commissioner O'Rourke asked Mayor DuBois about his comments at a previous meeting regarding using another funding mechanism other than through the millage rate to pay for police services.

Mayor DuBois stated that Non-Ad Valorem Assessments or Municipal Service Taxing Units (MSTU) can be used instead of Ad Valorem. He stated that there are a number of item in the budget, such as the Library, that can be attributed to Non-Ad Valorem that remove it from the Ad Valorem Millage Rate and provides a for property owners to see dollar for dollar what they are paying for. It would be a similar mechanism as for the current Stormwater and Sanitation Non-Ad Valorem Assessments. He thinks that using this mechanism provides transparency to what is being provided particularly with Police and Fire.

Commissioner O'Rourke stated that it could add to public relations because the Town is now labeled with having the highest Millage Rate but it is an unfair assessment because the Police and Fire Service contracts are lumped into the Millage Rate with no designation of what the money is being used for. He thinks changing to this method would be a benefit.

Vote on Motion:

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

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Attorney Baird no comments.

Town Manager Sugerman stated that in the monthly report he included a copy of the City of Lake Worth's Ordinance which prohibits net fishing, netting, or trapping of fish and asked if the Commission wanted to amend the Town Code of Ordinances to prohibit net fishing at the Marina.

Mayor DuBois asked if the prohibition would be just from the fishing pier.

Town Manager Sugerman explained that the Lake Worth Ordinance prohibits net fishing within 500 feet of any public facility.

Mayor DuBois asked for additional information from Fish and Wildlife regarding if there is a threat. He thinks that there is a safety hazard to net fishing from the pier. He asked if net fishing could be allowed on the seawall in the park where casting a net would be safe.

Town Manager Sugerman stated that it is up to the Commission's discretion and explained that this issue was brought to his attention because of a complaint regarding over fishing at the pier.

Commissioner O'Rourke stated that he sees the net fishermen regularly and that they are respectful of the environment and using the fish they are catching as bait fish.

Commissioner Rapoza stated that she was told that the net fishermen where selling what they were catching and received a complaint that the fishermen were interfering with people using the park.

Mayor DuBois stated that the complaint was received from a person who fishes at the pier with a rod and reel and stated that commercial quantities were being caught at the pier with a cast net. He does not think it is inappropriate to cast net to catch bait fish and then use the bait fish for rod and reel. He questioned proving casting netting for bait fish or other purpose.

Town Manager Sugerman stated that at the second Budget Workshop he had advised that he would have the Marina Parking Pass item on the September 10, 2013 agenda. He explained that he was not able to complete the item in a timely manner to be on the September 10, 2013 agenda and therefore it will be on the September 18, 2013 agenda. He stated that there was an error in the last monthly report that the Federal Highway Public Workshop will be September 28, 2013 and that the correct start time for the workshop is 9:30 am.

Commissioner O'Rourke advised that resident has applied and desires to be nominated to the Planning and Zoning Board. He asked what is the process to fill the open position on Town Boards.

Town Manager Sugerman explained that there are two (2) ways a nomination can be made the first way is that the Commission can make a nomination during the Commissioner Comment portion of the agenda to have the name placed on a future agenda for consideration or a Commissioner can request through the Town Manager's or Town Clerk/Deputy Town Manager's office for an agenda item to be prepared for an upcoming meeting.

Mayor DuBois requested that the Commission be advised when an application is received to make the information available to all of the Commissioner's at the same time.

Town Manager Sugerman stated that a Commissioner can visit the Clerk's office to review any applications on file and that the applications will also be placed in the Dropbox. He explained that the goal of the new process is to avoid self nomination by residents and that the only way to do that is to place the nomination process in the hands of the Commission.

Mayor DuBois asked to be notified when new applications are received.

Commissioner O'Rourke requested that Ludie Francios be nominated to serve on the Planning and Zoning Board and the item be placed on the next Commission agenda for consideration.

Vice-Mayor Glas-Castro asked if the nomination requires a second in order to place on an agenda.

Town Manager Sugerman stated "no that is not the process".

Commissioner O'Rourke stated that he is making a nomination and the item will appear on an agenda and the nominee will appear before the Commission for consideration. He stated that the notification that there were applicants was provided in the Town Manager's monthly report.

Vice-Mayor Glas-Castro no comments.

Commissioner Flaherty no comments.

Commissioner Rapoza no comments.

Mayor DuBois stated that he received a letter from Congressman Hastings regarding the Town's support and assistance to his aide Dan Liftman in moving in and setting up a temporary office in Lake Park Town Hall. He thanked the Veterans' of Foreign Wars (VFW) for the invitation to the V-J Day ceremony.

Commissioner O'Rourke stated that there is a budget surplus and that the Governor is putting on a "road show" for the return of tax dollars and will be holding meeting with citizens on how the money should be properly returned to the citizens. He asked if the Town's lobbyist could contact the Governor's office regarding the Town's stormwater project being funded.

Town Manager Sugerman explained that the Governor is attempting to return $500 million dollars to the voters of the State of Florida and that it is his understanding that this action is to place money in the hands of individuals not to fund municipal projects but he would asked the Town's lobbyist to inquire.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 10:06 p.m.

_____
Mayor James DuBois

_____
Deputy Town Clerk, Shari Canada, CMC

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

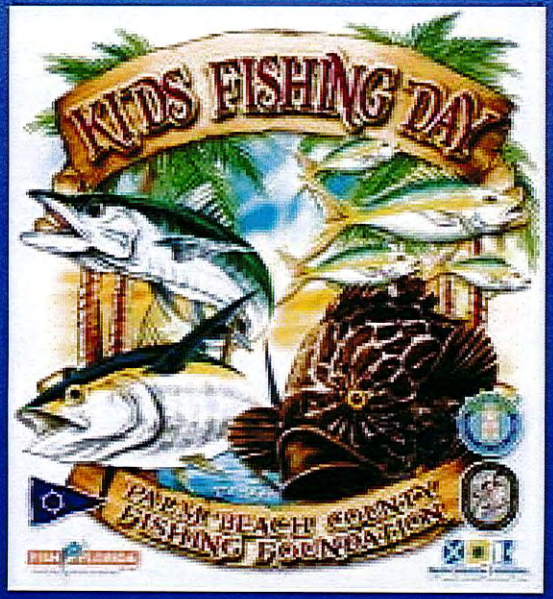
Approved on this _____ of _____, 2013

Exhibit "A"

Palm Beach County Fishing Foundation

2013 Kid's Fishing Day

Presented by the Marine Industries Association of Palm Beach County



2013 LEONARD BRYANT PHOTOGRAPHY

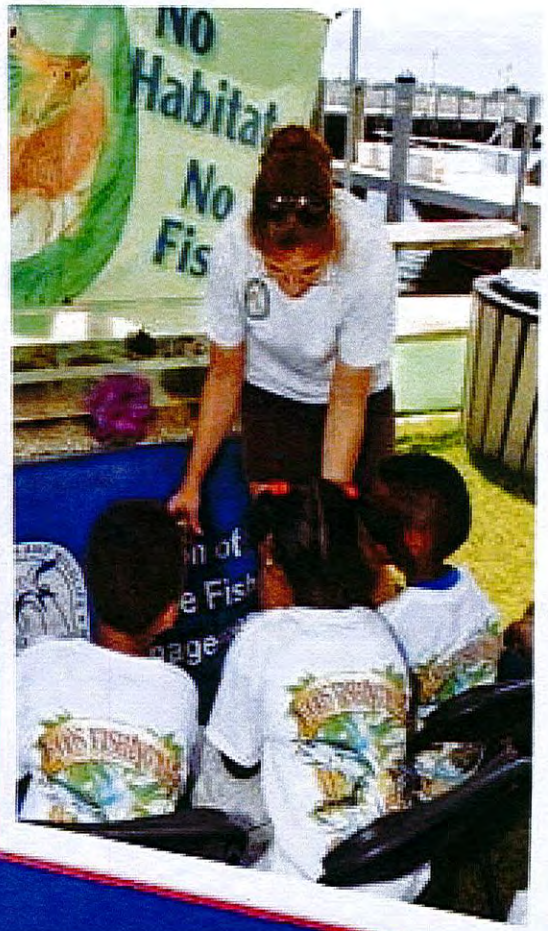
Youth groups from throughout Palm Beach County participate each year….

- Lake Park Elementary
- City of West Palm Beach Recreation Dept.
- Town of Lake Park Recreation Dept.
- New Hope Charities - Pahokee
- Riviera Beach Recreation Dept. – Wells Rec
- Phyllis DeGeorge Boys & Girls Club
- Max Fischer Boys & Girls Club
- J.A.Y Outreach Ministries
- West Palm Beach Police Athletic League
- Lake Worth C.R.O.S. Camp
- Caregiving Youth Project

…and many others through the years. Approximately 350 – 400 kids participate each year. Over 11,000 have been served since 1988.

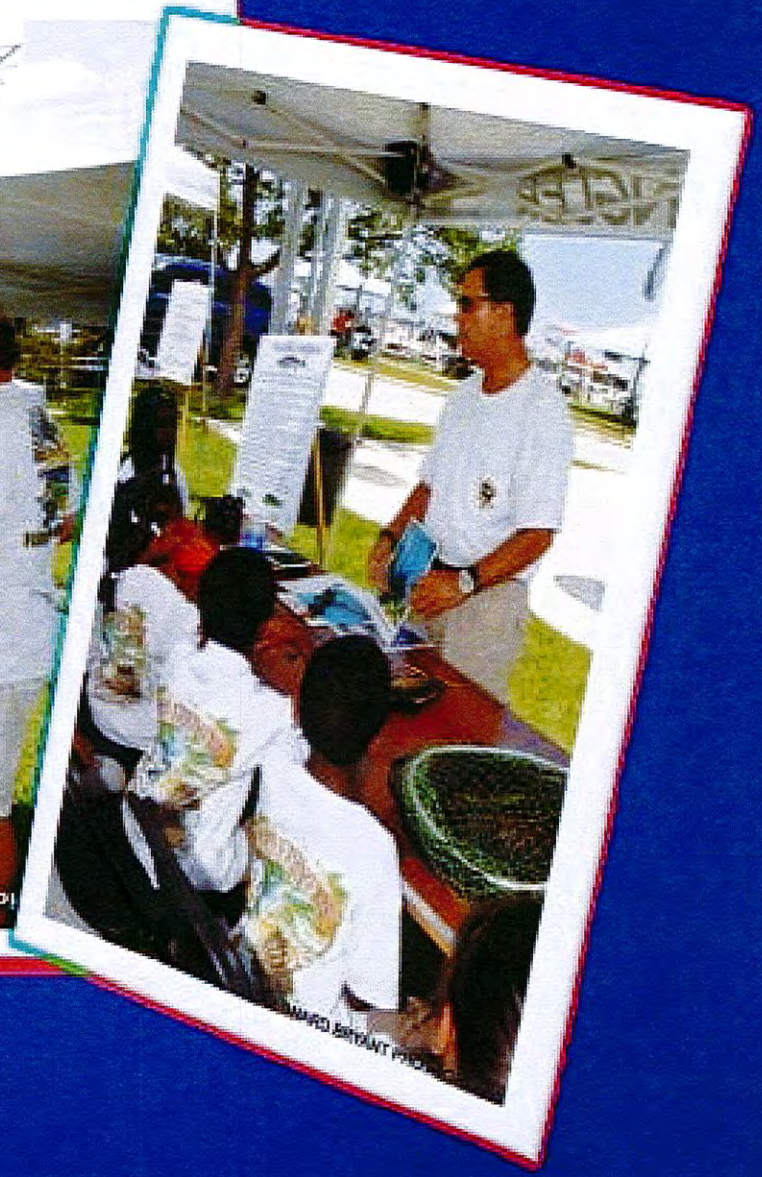
FISH MORPHOLOGY

Marine Touch Tank



Knot Tying

Good Angler Station



Fishing Tackle Station

F.W.C. Boating Safety

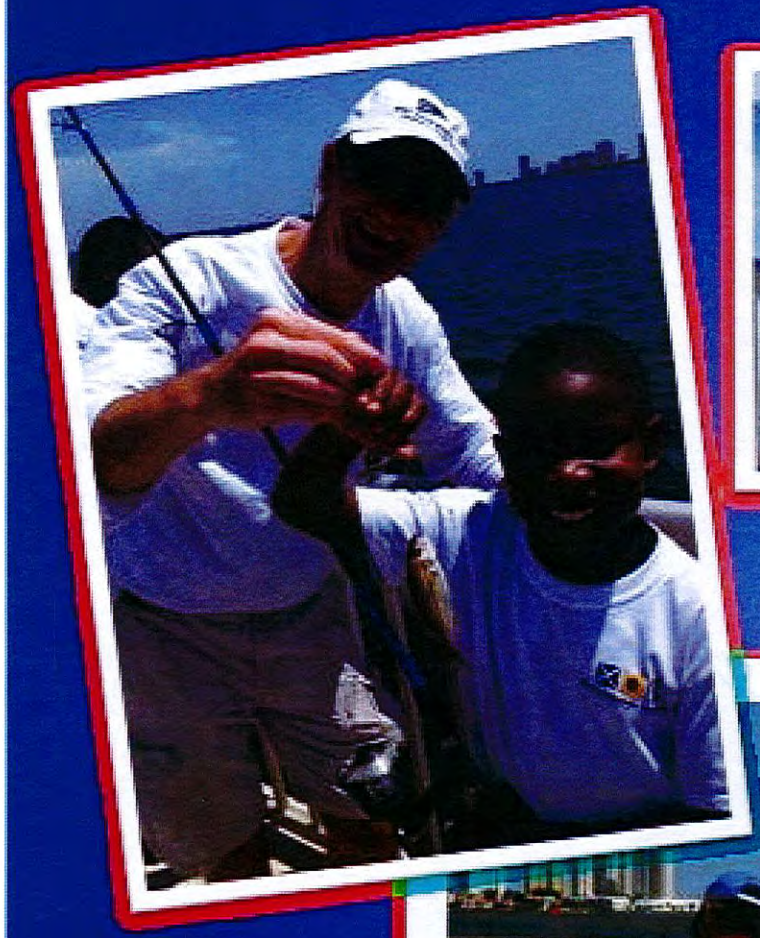
CASTING STATION

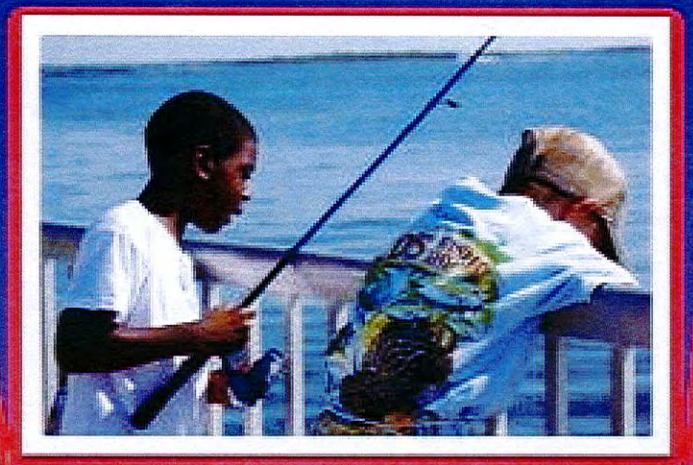
F.W.C. Manatee Booth

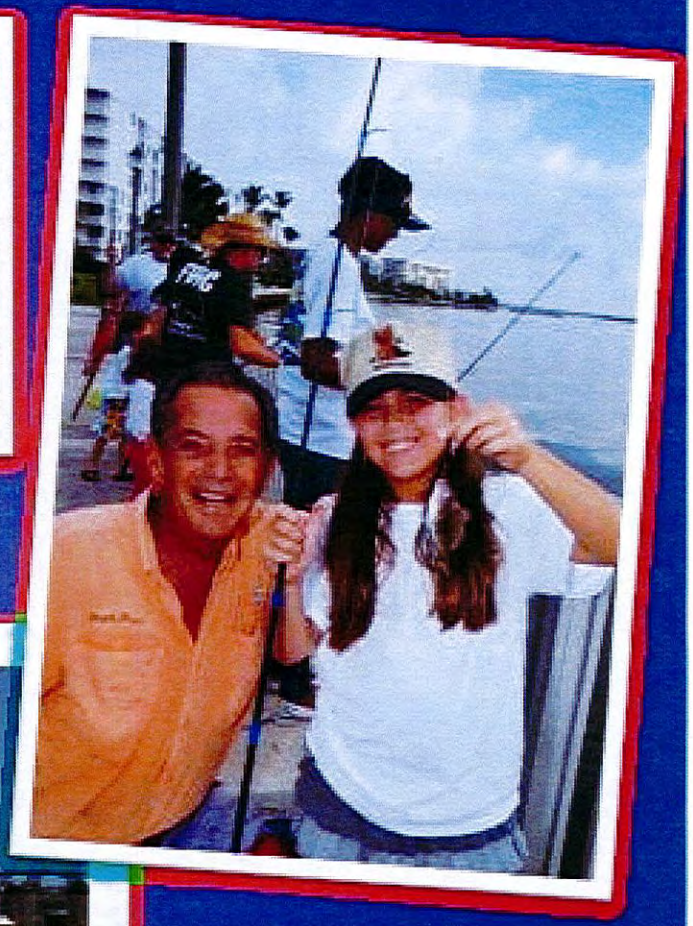
P.B.S.O. Gang Prevention Station

E.R.M. Habitat Booth

Dock Fishing Station

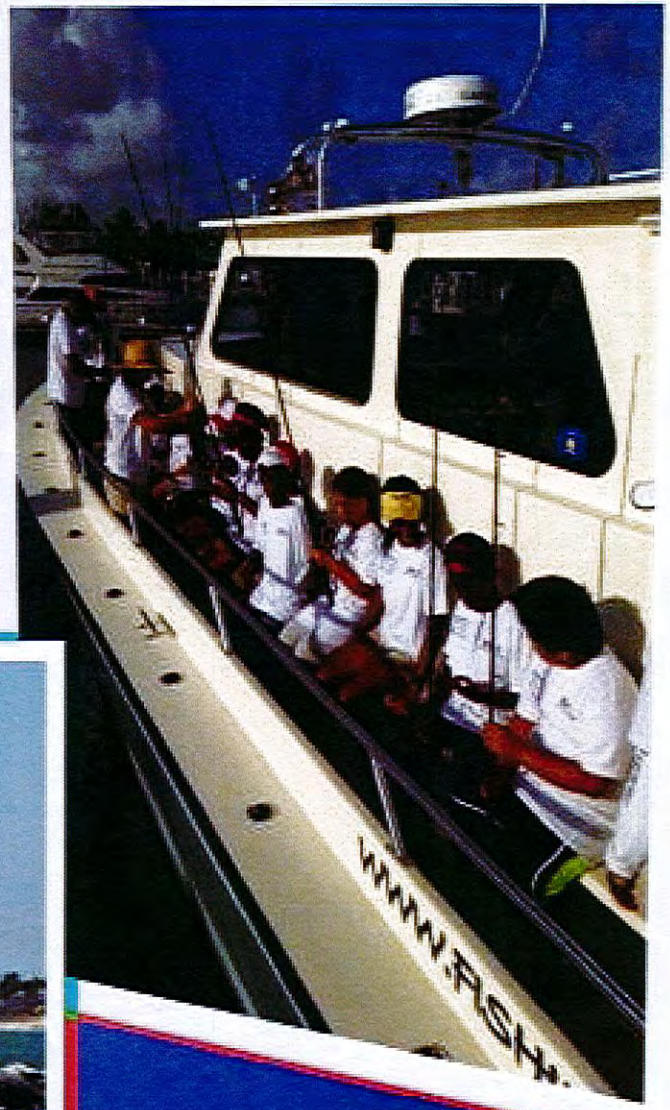






Drift Fishing Adventure

2013 LEONARD BRYANT PHOTOGRAPHY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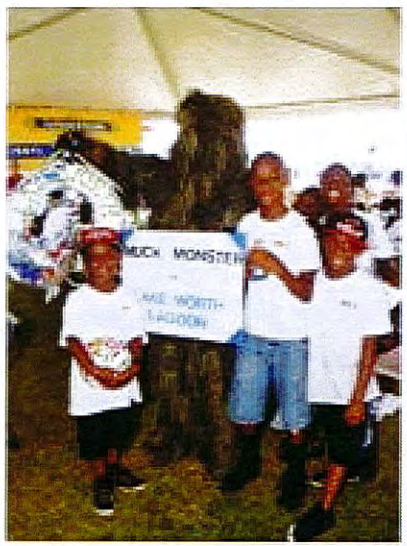
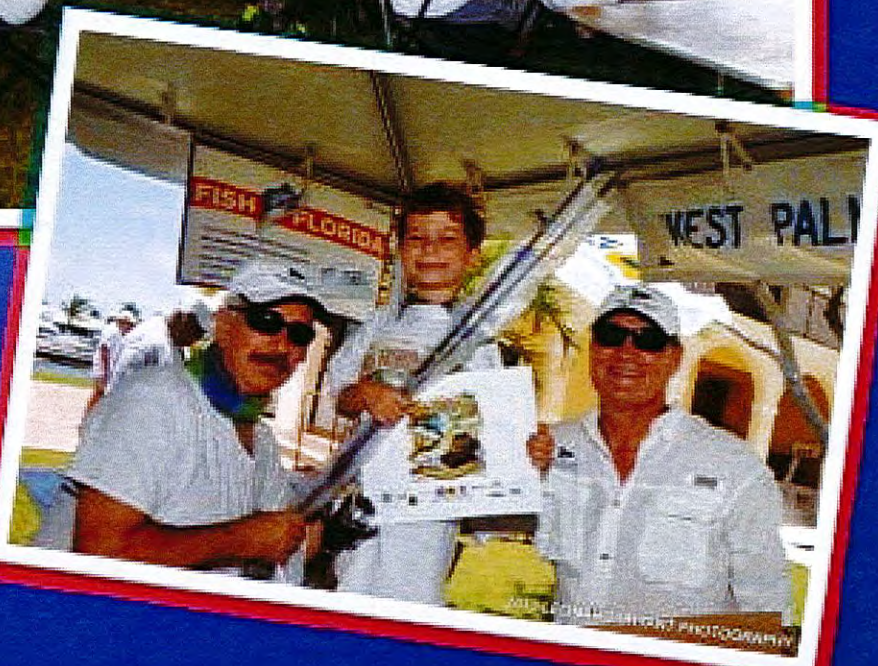
Catch of the Day…

THE END OF A MEMORABLE DAY





The PBCFF gratefully acknowledges The generosity and support of all our Kid's Fishing Day Partners & Major Sponsors

FISH FLORIDA

Marine Industries Association
OF PALM BEACH COUNTY, INC.

Town of Lake Park Florida

Florida Fish and Wildlife Conservation Commission

Sandie & Ethan Weitz

Palm Beach County KDW Classic 2013

The Fleming Family Foundation

Delray Yacht Cruises

KIA
Bev Smith Toyota

Ryborich Endowment Memorial Funds benefiting Kid's Fishing Day

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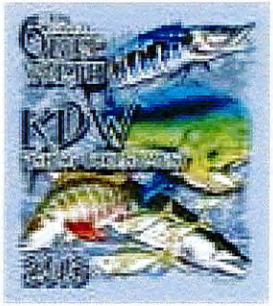
The Walter & Adi Blum Foundation, Inc.



Thank You
Town of Lake Park &
Lake Park Harbor Marina

Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013 **Agenda Item No.** Tab 6

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

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

Approved by Town Manager _____ **Date:** 8/28/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

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

Summary Explanation/Background:

Please refer to the Staff Report.

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

Town of Lake Park
Community Development Department

Meeting Date: September 10, 2013
2nd Reading

Nadia Di Tommaso
Community Development Director

To: **Town Commission**

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

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

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

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

Sec. 78-111. In residential areas.

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

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

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

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

Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013 **Agenda Item No.** Tab 7

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

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

Approved by Town Manager _____ **Date:** 8/28/13

Nadia Di Tommaso / Community Development Director _____
Name/Title

Originating Department: **Community Development**	Costs: **Legal Ad ($309.60 for three Ordinances)** Funding Source: **Town Clerk** Acct. **#106-48100** [X] Finance BKR	**Attachments:** → **Staff Report** → **Ordinance 12-2013** → **Legal Ad**
Advertised: Date: **08-31-2013** Paper: **Palm Beach Post** [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone__*ND*_____ or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

Please refer to the Staff Report.

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

Town of Lake Park
Community Development Department

Meeting Date: September 10, 2013
2nd Reading

Nadia Di Tommaso
Community Development Director

To: Town Commission

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

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

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

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

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

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

A. Application requirements

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

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

(2) A Site Plan which identifies the site characteristics of the property upon which the proposed special exception use is located. The Site Plan shall be inclusive of both interior and exterior activity notations. The Site Plan shall identify all proposed uses, provide square footage information, and demarcate the required parking spaces, including handicap parking for the property.

(3) Aerial photographs of the subject property and abutting properties showing existing structures, terrain and vegetation as viewed from all lot lines and street lines of the application property. The photographs shall be clearly dated and labeled as to the location and direction from which the photographs were taken. The use of digital photography is preferred, in which case a disk containing those digital photographs shall also be provided.

(4) Upon the determination of the Director of Community Development, the applicant may be required to submit additional data, studies, or site characteristics depending upon the type of use proposed.

(5) A Statement of Use which explains the use that is proposed for the property, including any accessory uses.

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

(1) The proposed special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

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

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

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

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

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

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

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

(6) That the proposed special exception use:

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

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

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

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

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

C. Procedural requirements for special exception use applications.

1. Upon the determination of the Community Development Department that the special exception use application and the accompanying Site Plan are complete, it shall prepare a Staff Report evaluating the anticipated impacts of the proposed special exception use. Thereafter, the Community Development Department shall schedule a public hearing of the Planning and Zoning Board for its consideration of the application. It shall be the applicant's responsibility to provide a courtesy notice pursuant to Section 55-64 of the Code which notifies owners of property within 300 feet of the property which is the subject of the application for special exception use of the date and time that a public hearing of the Planning and Zoning Board and Commission's consideration of the proposed special exception use application.

2. The Planning and Zoning Board shall conduct a public hearing to consider the proposed special exception use. At that hearing, the Board shall receive any public comments, testimony and information from the Town staff, any affected third parties, and the public which is relevant to the application. At the conclusion of the hearing, the Planning and Zoning Board shall make a recommendation to the Town Commission.

3. Within a reasonable time after the Planning and Zoning Board meeting wherein it makes its recommendation to the Commision, and in accordance with the notice requirements of Section 55-64 of the Code and § 166.041, F.S., the Town shall provide for and publish a notice that a quasi-judicial public hearing will be held to consider the proposed special exception use application in accordance with the procedures set forth in section 2-2 of this Code.

D. Notice requirements.

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

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

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

(1)

Limit the manner in which the use is conducted, including restricting the time an activity may take place and/or restraints to minimize such effects as noise, vibration, air pollution, glare and/or odor.

(2)

Establish a special setback, open space requirement, and/or lot area or dimension.

(3)

Limit the height, size, and/or location of a building or other structure.

(4)

Designate the size, number, location and/or nature of access points (vehicle and pedestrian).

(5)

Designate the size, location, screening, drainage, type of surfacing material and/or other improvement of a parking and/or loading area.

(6)

Limit or otherwise designate the number, size, location, height and/or lighting of signs.

(7)

Require the use of, and designate the size, height, location and/or landscaping materials which may be necessary to screen, buffer, or protect adjacent properties from the potential adverse impacts of the special exception use. This may include designating standards for installation and/or maintenance of the facilities.

(8)

Require the protection and/or relocation of additional trees, shrubs, hedges, or other vegetation, water resources, wildlife habitat and/or other appropriate natural resources.

(9)

Require specific architectural details and/or design to produce a physical development which is compatible in appearance with the uses permitted by right in the zoning district.

(10)

Specify other conditions of approval to permit development of the special exception use in conformity with the intent and purpose of this Code and the Town's Comprehensive Plan.

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

Recommended Motion:

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

Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013 **Agenda Item No.** Tab 8

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

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

Approved by Town Manager DSS **Date:** 8/28/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

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

Summary Explanation/Background:

Please refer to the Staff Report.

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

Town of Lake Park
Community Development Department

Meeting Date: September 10, 2013
2nd Reading

Nadia Di Tommaso
Community Development Director

To: **TOWN COMMISSION**

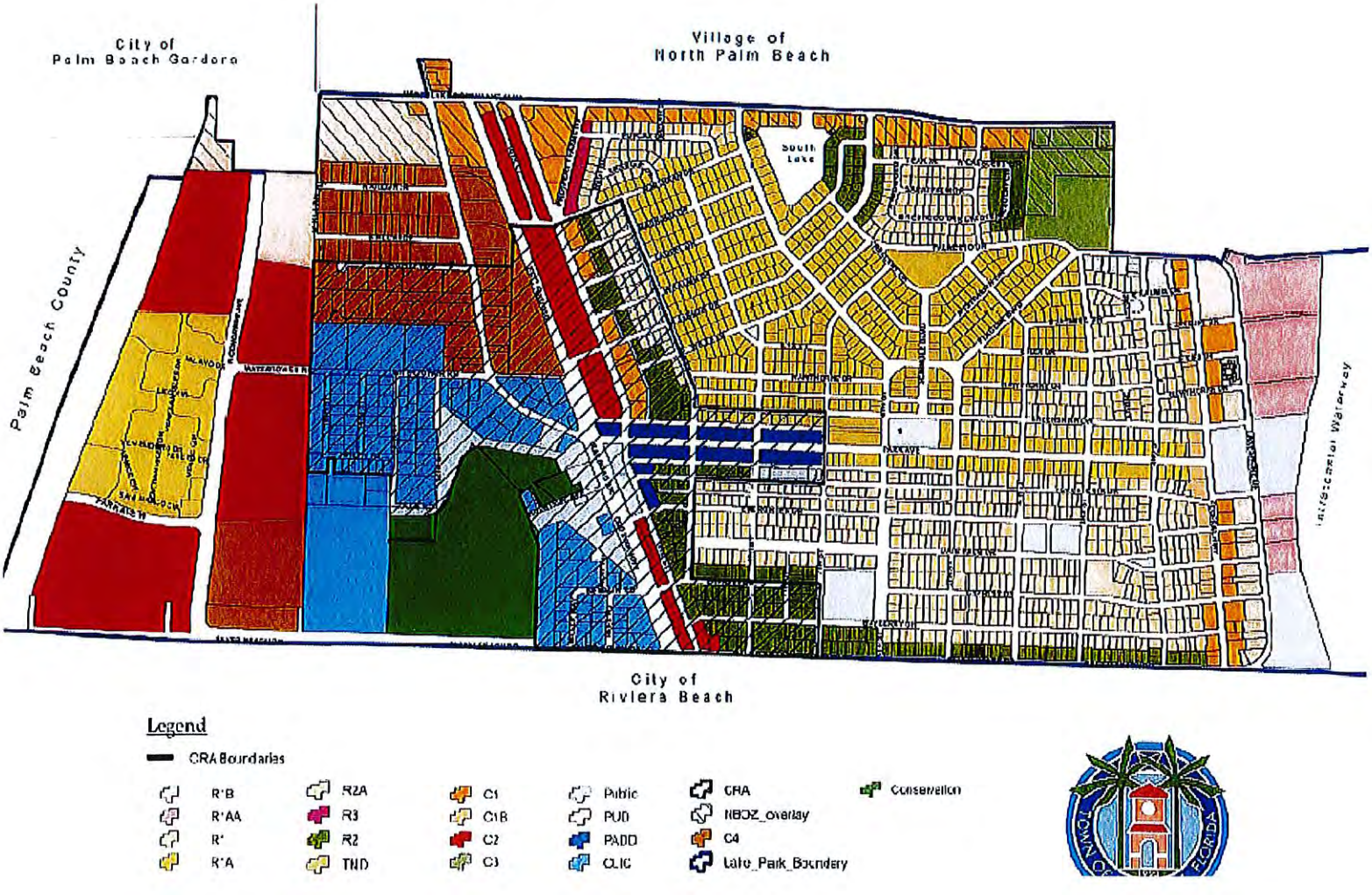
Re: **Changes to Section 78-144**
Creating Joint Access and Cross Access Language

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

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

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

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



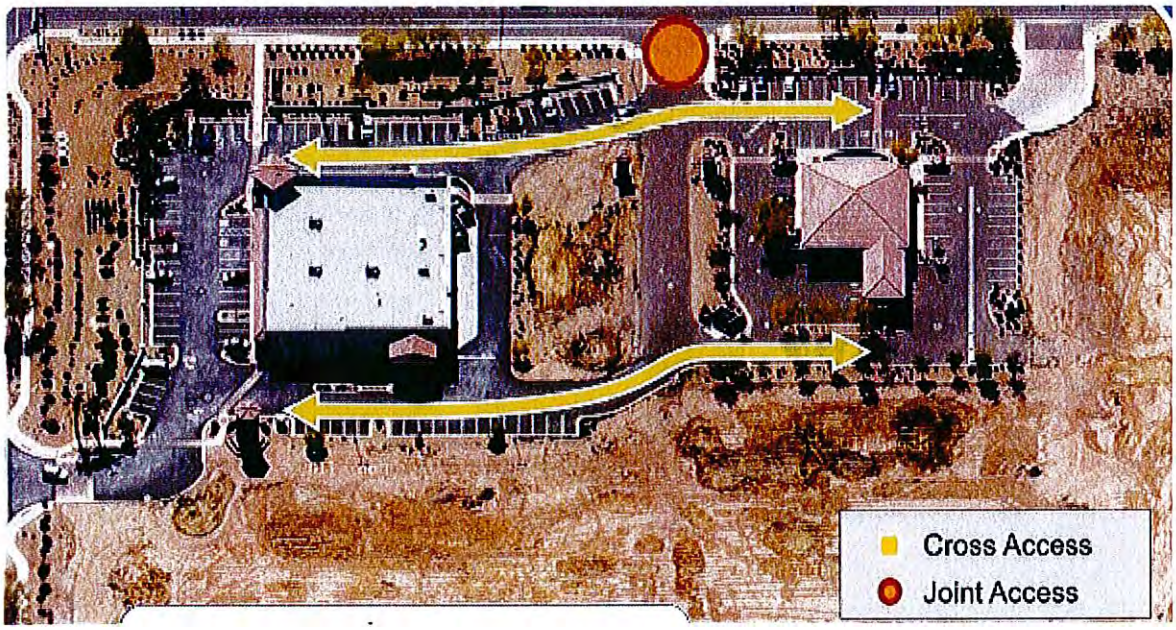
Policy 8.2 of the Town's Comprehensive Plan's Traffic Circulation Element promotes cross access and shared access (joint access) in stating the following:

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

WHAT IS JOINT ACCESS AND WHAT IS CROSS ACCESS?

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

Example of Joint and Cross Access:



WHY IS JOINT ACCESS/CROSS ACCESS IMPORTANT?

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

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

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

OR

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

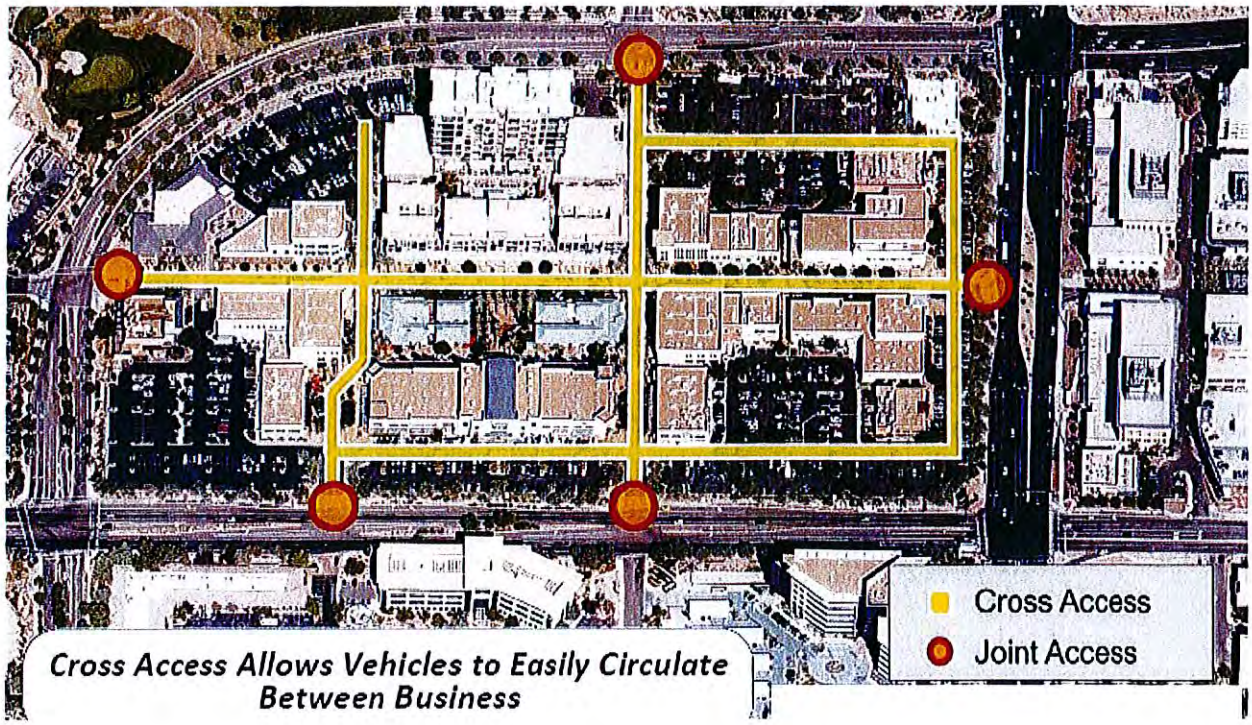
Property owners should be encouraged and incentivized to select option (2) because cross and joint access will enhance a property owner's development opportunities; improve roadways, pedestrian, and bicycle safety; reduce congestion; and support multi-modal travel. Cross access may also have an incidental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

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

Example of driveway hopping:

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

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



Cross Access Allows Vehicles to Easily Circulate Between Business

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

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

(f) *Cross access/joint access easements*

(1)

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

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

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

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

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

(i) A cross access drive extending the entire length of each block served to provide for driveway separation consistent with the access to rights-of-way system in Section 78-144 and standards;

(ii) A design speed respective of the individual vehicular drive aisles and which maintains a sufficient width to accommodate two-way travel aisles shall be designed to accommodate personal vehicles and service vehicles; and

(iii) Stub-outs and other design features to make it visually obvious that adjacent properties may be legally bound to provide cross access points, consistent with the visibility triangle requirements and the landscape requirements of the Town Code;

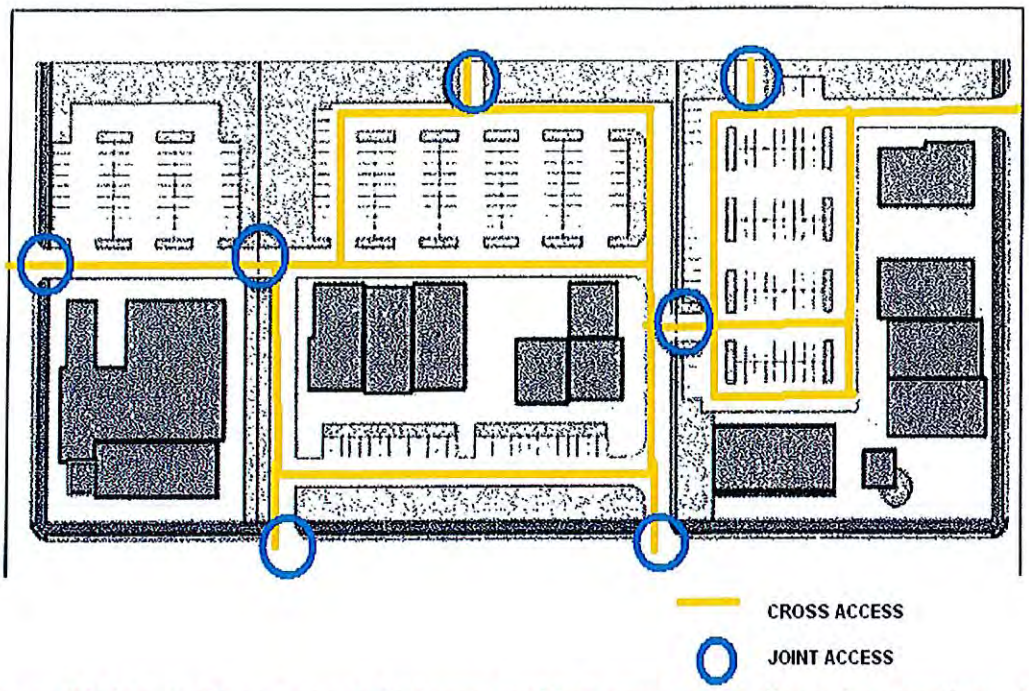


Figure 78-144-1: Cross access between parking areas and adjacent properties. Joint access through the use of common driveways entrances and between properties.

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

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

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

Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013 **Agenda Item No.** Tab 9

Agenda Title: Approving Commissioner Rapoza's Use of Town Stationary

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

Approved by Town Manager DSS **Date:** 8/20/13

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Commissioner Rapoza**	Costs: N/A Funding Source: [ ] Finance _____	**Attachments:** Draft letter raising funds for the summer camp program
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *DSS* **Please initial one.**

Summary Explanation/Background:

Commissioner Rapoza would like to send a letter on Town stationary to raise funds for the Lake Park Summer Camp Program. A copy of her draft letter is attached. According to Resolution No. 65-12-08, "*...the general substance of any written communication wherein the Mayor, Vice-Mayor or a Commissioner proposes to use his or her official title or to be written on the official letterhead of the Town of Lake Park shall be subject to the approval of a majority of the Commission at a public meeting prior to mailing*".

This item is being advanced to the Town Commission for review and approval of the draft letter.

Recommended Motion: I move to authorize the use of Town stationary by Commissioner Rapoza to raise funds for the Lake Park Summer Camp program.

T own of Lake Park
535 Park Avenue
Lake Park, FL 33403
Attn: Finance Director

Sirs/Madam;

Please allow this letter to serve as an introduction to myself, Kathy Rapoza, Commissioner of Lake Park. I have made it my personal goal to raise enough funds to support those children in financial duress. They need your help. Lake Park's Summer Camp Program as with our town's economical situation, is falling short of Summer Camp, financial needs. The Summer Camp Program falls under the Recreation Dept. and hopefully I am appealing to your generosity and sponsorship.

Lake Park's Summer Camp Program this year accommodated 25 children ranging from ages 6 to 12 years old. Our businesses never cease to amaze me and have been extremely generous in their contributions. I hope we can count on your generosity as well.

The cost per child to attend Summer Camp is $340.00 per child. Our Summer Camp provides recreational and educational activities throughout the summer for ten weeks. It beginning in June and ends in August. Activities include field trips every week, almost daily, ice and roller skating, trips to Peanut Island on the ferry, water park excursions, Flamingo Gardens, magic shows, movies, Bounce U, fishing trip, Kid's Fitness Festival and many more. Arts and craft projects are worked on throughout the summer usually centered around a theme, indoor games and outdoor sport activities are slotted in each week, swimming lessons are offered, speakers visit (ie, Christine from Blind Services will talk to the children about how it feels to be blind and she will be bringing her service dog, too.) We also supply lunch two and three times per week, plus snacks daily.

Again, reach into your heart and help us continue is enriching program. 501C, tax deductable documentation will be provided, please request.

Checks made payable to: The Town of Lake Park
535 Park Ave.
Lake Park, FL 33403
Attn: Finance Director

From the bottom of my heart, I graciously thank you.

Regards,

Kathy Rapoza,
Commissioner, Lake Park

Exhibit "F"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013 **Agenda Item No.** Tab 10

Agenda Title: Resolution Authorizing the Town Manager to Renew for Fiscal Year 2014 Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust

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

Approved by Town Manager DSS **Date:** 8/26/13

Pamela McKibben-Pressley
Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: **Human Resources**	**Costs: $222,320.00** **Funding Source:** **Acct. # Various as funded in FY 2014 budget** [X] Finance BKR	**Attachments:** **Copy of Resolution and Gehring Group Property and Casualty Request for Quotes (RFQ) Evaluation for the 2013-2014 Plan Year**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone** BMT or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

The current carrier of the Town's Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance is the Florida League of Cities/Florida Municipal Insurance Trust (FMIT). Such coverage is due for renewal on October 1, 2013 for Fiscal Year 2014.

In order to obtain competitive renewal rates for Fiscal Year 2014, staff directed that Gehring Group submit a market request for quotes to several brokers and carriers for such coverage, which included the following:

- Florida League of Cities
- The Public Risk Insurance Agency
- Absolute Underwriting Managers, Inc.
- North American Risk Services
- Public Risk Management
- Wells Fargo Insurance
- Semark Insurance Services
- Brown and Brown of Florida, Inc.

The incumbent carrier, Florida League of Cities (which administers FMIT) and The Public Risk Insurance Agency (which administers the Preferred Governmental Insurance Trust) were the only two respondents. As set forth in the attached Gehring Group Property and Casualty RFQ Evaluation for the 2013-2014 Plan Year (Exhibit A), FMIT's renewal quote for such coverage is $220,367 (identified on the attached RFQ Evaluation as Proposal #1). Added to this amount is the Gehring Group fee of $11,043. These amounts combined, minus the return of premium credit in the amount of $21,167 should the Town elect to renew coverage with FMIT for Fiscal Year 2014, result in a total net premium of $210,243, which represents an overall 2.8 percent, or $6,040, decrease from the expiring coverage.

It should be noted that with the assistance of the Florida League of Cities and Gehring Group, staff conducted a Town-wide survey of assets which revealed that there is existing lighting inventory in the amount of $1,460,835 not included in the Town's current property schedule. The premium to include the existing lighting inventory in the current property schedule would be an amount not to exceed $12,077, which can be found in the footnote on the attached RFQ evaluation.

Staff recommends renewal of the Town's Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance through FMIT for the total net premium of $210,243, and that the additional lighting inventory be added to the current property schedule for an additional premium amount not to exceed $12,077, for a total premium of $222,320.

Recommended Motion: **I move to adopt Resolution** 28-09-13.

Exhibit "G"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013 **Agenda Item No.** Tab 11

Agenda Title: Resolution Authorizing the Town Manager to Obtain for Fiscal Year 2014 Medical Insurance Coverage through Florida Blue; to Renew for Fiscal Year 2014 MetLife Dental Insurance; to Renew for Fiscal Year 2014 the Lincoln Financial Group Employee Life, Short-Term Disability, and Long-Term Disability Insurance; and, to Renew for Fiscal Year 2014 the Contract with The Center for Family Services of Palm Beach County, Inc. for an Employee Assistance Program for Town Employees

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

Approved by Town Manager _____ **Date:** 8/28/13

Pamela McLibbon-Turner
Name/Title HUMAN RESOURCES DIRECTOR

Originating Department:	**Costs: $ 429,177**	**Attachments:**
Human Resources	**Funding Source: Various** **Acct. # Various as funded in FY 2013 budget** [x] Finance BKZ	**Resolution; Gehring Group Medical Insurance RFP Evaluations, Dental Insurance Renewal Evaluations, Life Insurance, Long Term Disability and Short Term Disability Renewal Evaluations; and, Fiscal Year 2014 and Current Contracts with The Center for Family Service of Palm Beach County, Inc.**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone** BMT or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background

Medical Insurance:

The current provider of the Town's employee medical insurance is United Healthcare, which is due for renewal on October 1, 2013 for Fiscal Year 2014. The incumbent carrier, United Healthcare, provided an initial increased in-network renewal rate of 22 percent over the expiring coverage.

At the direction of staff, and in order to obtain competitive renewal rates, Gehring Group submitted a market request for proposals to several carriers for such coverage. The following carriers responded:

- United Healthcare
- Florida Blue
- Humana
- Coventry
- Aetna

At the second budget workshop which occurred on August 13, 2013, staff presented the Medical Insurance RFP Evaluation (Exhibit A-1) prepared by Gehring Group which presented the most competitive rates obtained for Fiscal Year 2014. Among such respondents is United Healthcare, which reduced its in-network renewal rate to a 16 percent increase, or $52,257.12, over the expiring coverage. Florida Blue presented an in-network renewal rate which represents a 10.8 percent, or $35,351.88, increase over the expiring coverage for a total expected annual premium of $396,020.32 which is identified as Alternative #1 on the attached Exhibit A-1. After careful review, and upon recommendation by Gehring Group, staff recommends obtaining medical coverage for Town employees through Florida Blue.

Copies of the Gehring Group Medical Insurance RFP Evaluations of all of the quotes received are also included at Exhibit A.

Dental Insurance:

The current provider of the Town's employee dental insurance is MetLife which is due for renewal on October 1, 2013. At the direction of staff, and in order to obtain competitive renewal rates, Gehring Group submitted a market request for proposals to several carriers for such coverage. The following carriers responded:

- MetLife
- Delta Dental
- United Concordia
- Principal Financial
- Guardian
- The Standard

- Lincoln Financial
- Ameritas
- Aetna
- Sun Life

Attached is the Dental Insurance Renewal Evaluation (Exhibit B) prepared by Gehring Group which presents the most competitive rates obtained for Fiscal Year 2014. Among such respondents is MetLife which submitted an increased renewal rate of 5.5 percent, or $1,512.96, over the expiring coverage for a total expected annual premium of $29,012.52 which is identified as the MetLife Renewal on the attached Exhibit B-1. Staff recommends the renewal of dental insurance coverage with MetLife.

Copies of the Gehring Group Dental Insurance Renewal Evaluations of all of the quotes received are also included at Exhibit B.

Life Insurance, Long Term Disability and Short Term Disability Insurance:

The current provider of the Town's employee life, long-term and short-term disability insurance is Lincoln Financial Group. At the direction of staff, and in order to obtain competitive renewal rates, Gehring Group submitted a market request for proposals to several carriers for such coverage. The following carriers responded:

For Life Insurance:

- Lincoln Financial Group
- Cigna
- The Standard
- Principal Financial
- The Hartford
- Sun Life Financial
- Prudential
- MetLife
- Humana
- Guardian

For Long Term Disability Insurance:

- Lincoln Financial Group
- Cigna
- The Standard
- Prudential
- Sun Life
- The Hartford
- MetLife
- Principal Financial

For Short Term Disability Insurance:

- Lincoln Financial Group
- Cigna
- The Standard
- Prudential
- Sun Life
- Principal Financial
- MetLife
- Humana
- The Hartford

Attached are the Life Insurance, Long Term Disability and Short Term Disability Renewal Evaluations (Exhibit C) prepared by Gehring Group which presents the most competitive rates obtained for Fiscal Year 2014. Among such respondents is Lincoln Financial Group, which submitted the following renewal rates:

- Life Insurance Renewal - 8.7 percent, or $693.67, increase over the expiring coverage (for a total expected annual premium of $8,670.83) which is identified on the attached Exhibit C-1 as the Lincoln Financial Revised Renewal
- Long Term Disability Renewal – 2.2 percent, or $201.34, increase over the expiring coverage (for a total expected annual premium of $9,462.96) which is identified on the attached Exhibit C-2 as the Lincoln Financial Revised Renewal
- Short Term Disability Renewal – 0.0 percent increase over the expiring coverage (for a total expected annual premium of $17,373.53) which is identified on the attached Exhibit C-3 as the Lincoln Financial Renewal
    - For an overall total expected annual premium of $35,507.32

Copies of the Gehring Group Life Insurance, Long Term Disability, and Short Term Disability Insurance Renewal Evaluations of all of the quotes received are also included at Exhibit C.

Staff recommends the renewal of life insurance, short term disability and long term disability insurance with Lincoln Financial Group.

Employee Assistance Program:

The Town's current administrator of its Employee Assistance Program is The Center for Family Services of Palm Beach County, Inc. (the "Center") and such contract is due for renewal on October 1, 2013. The basic level of services will remain unchanged from Fiscal Year 2013, except that unlimited legal/financial consultations will no longer be provided through the Center by CLC Consolidated Legal Concepts as the Center found that most of its municipal clients make such assistance available to their employees through other sources. The Town makes available to its employees the opportunity to enroll in Legal Shield and to access prepaid legal assistance at no cost to the Town.

The rate for the administration of the Employee Assistance Program by the Center will remain unchanged and will be as follows: $3.38 per employee per month (based upon 65 employees) = $2,636.40 per year.

The above amount will be billed to the Town on a quarterly basis of $659.10 per fiscal quarter.

Staff is recommending renewal of the contract with The Center for Family Services for Fiscal Year 2014. A copy of the Fiscal Year 2014 contract with The Center for Family Services, as well as the current contract for Fiscal Years 2012 and 2013, are attached at Exhibit D.

Recommended Motion: In order to provide continuing medical insurance, dental insurance, group employee life, short-term disability, long-term disability and an Employee Assistance Program, I move to adopt Resolution 29-09-13**.**

Exhibit "H"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013 **Agenda Item No.** Tab 12

Agenda Title: Resolution Authorizing the Town Manager to Execute the Letter Agreement with the International City/County Management Association Retirement Corporation in Order to Establish a Vantagepoint Payroll Deduction Roth Individual Retirement Account for Town Employees

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

Approved by Town Manager DSS **Date:** 8/28/13

Blake K Rane Finance Director
Name/Title

Originating Department: Finance	**Costs: $ -0-** Funding Source: Acct. # [X] Finance BKR	**Attachments: Resolution, and ICMA-RC Letter Agreement**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone BR or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

At its February 6, 2008 meeting, the Town Commission adopted the International City/County Management Association Retirement Corporation (ICMA-RC) deferred compensation plan. The adoption of this deferred compensation plan provided an option, in addition to the Town-sponsored VALIC pension and deferred compensation plan, through which Town employees can save for their retirement, and required no contribution by or cost to the Town.

The purpose of this action is to amend the existing agreement between the Town and ICMA-RC by which such deferred compensation plan was adopted to provide for a Vantagepoint Payroll Deduction Roth Individual Retirement Account through ICMA-RC. This will provide employees with an additional retirement savings option. There will be no contribution required by, or cost to, the Town as a result of this action.

Recommended Motion: **I move to adopt Resolution** 30-09-13.

Exhibit "I"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013 **Agenda Item No.** Tab 13

Agenda Title: Award of Contract for Lake Park Harbor Marina Seawall Joint Sealing-Demonstration (Filter Fabric Retro-Fit), RFP No. 102-13 to Palmwood Corporation, Inc.

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

Approved by Town Manager _____ **Date:** 8/28/13

Richard Pittman/Project Manager
Name/Title

Originating Department: Public Works	**Costs: $24,448.96** **Funding Source: Marina** **Acct. # 800-46050** **[X] Finance** _____	**Attachments:** **Bid Document** **Bid Submittal (Revised)** **Bid Submittal (Original)** PURCHASE ORDER:
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: In April, 2013 the Town Commission approved an agreement with Simmons and White Engineers to perform consultant services for the remedial sealing of the seawall joints and the associated soil and paver brick walkway settlement at the Lake Park Harbor Marina. Simmons and White prepared specifications and details for three demonstration methods of remediation of soil seepage at the seawall. The methods are:

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

2. Excavation and injection of chemical grout at up to four seawall panel joints on the land side of the seawall, install wall drain, backfill and compact (contract awarded 08/21/13).

3. Injection of chemical grout at up to four piling (two joints/pile) on the water side of the seawall (contract awarded 08/21/13).

Bids for the filter fabric placement method were solicited as RFP Bid No. 102-13. The Town Commission awarded a contract for the chemical grout injection methods on August 21, 2013. Each method of repair is being termed "demonstration". At the conclusion of the three demonstrations, Simmons and White will evaluate which methodology best addresses the deficiencies compared with the associated costs. Simmons and White's recommendation will form the basis of a Request for Proposal (RFP) that will be advertised to complete repairs throughout the entire Marina where a paver brick walkway is adjacent to the seawall.

The RFP Bid No. 102-12 consists of specifications and details for paver brick removal and excavation along 106 feet of seawall and placement of filter fabric at seawall panel joints. This 106 foot section is immediately north of the boat ramp. Seven void locations under the brick pavers have been identified either by the use of ground penetrating radar (GPR) or by observation of paver brick settlement. Excavation will be performed in a manner to discover if there are deep undetected voids. The bid allots for up to 13 joints to be covered with filter fabric. Backfill and compaction will be accomplished in a prescribed manner. Replacement of the paver brick is not included in the contract. Based upon the effectiveness of the remediation project, alternate walkway designs may be contemplated.

Five contractors whose line of work is similar to requirements of the project were invited to bid the project. Only one bid was received. Palmwood Corporation, Inc. submitted a base bid in the amount of $20,698.96 but did not price the three alternates. Alternate 1 is placement of #57 graded stone backfill and filter fabric. Alternate 2 is removal of flowable fill found to be a detriment to filter fabric installation. Alternate 3 is a deduct if filter fabric at joints per the detail could not be installed.

In order to move forward with the filter fabric retro-fit project, Town staff and Simmons and White discussed with Palmwood Construction the reason that Alternates 1, 2, and 3 were not priced. Mr. John Cleary with Palmwood Corporation suggested that a line item 4b be created to combine Alternates 1 and 3 as a methodology if filter fabric installation could not be accomplished at one or more joints (Town to provide stone). Alternate 2 could be termed Alternate 1 and priced on an hourly rate for crew and equipment if the Town disposes of excavated debris. The original bid line item number four becomes 4a - 10 joints @$1,000/ea. and 4b - 3 joints @$1,000/ea. where all thirteen joints receive a method of repair.

The Town staff believes that the purchasing policy allows negotiation with the sole bidder since bids were solicited from a number of potential bidders. Therefore, the Town Staff is recommending approval of a revised negotiated proposal of the base bid being $20,698.96 plus Alternate 1, flowable fill removal at an equipment and crew rate of $250.00/hour estimated at 15 hours ($3,750.00). The recommended contract award amount is $24,448.96.

Palmwood Corporation has been in business locally for more than 30 years.

A contingency amount of $2,440.00 (10 percent of the awarded contract price) is recommended.

In addition to contracting with Palmwood Corporation, Simmons and White and Ardaman and Associates will monitor the construction during the demonstration work.

Recommended Motion: I move to approve contracting with Palmwood Corporation in the amount of $24,448.96 to perform the requirements of Bid No. 102-13 and establish a contingency of $2,240.00.

Exhibit "J"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 10, 2013 **Agenda Item No.** Tab 14

Agenda Title: Authorizing the Mayor to Execute the Ninth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the period beginning October 1, 2013 through September 30, 2014.

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

Approved by Town Manager DSS **Date:** 8/13/13

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: $ **2,662,624.00** Funding Source: Acct. # 001-52-521-200-34010 [ ] Finance _____	**Attachments:** Copy of the Ninth Addendum Base Agreement
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *DSS* **Please initial one.**

Summary Explanation/Background:

Sheriff Ric L. Bradshaw and his Palm Beach County Sheriff's Office (PBSO) have offered to continue to provide police protection services to the Town of Lake Park for the fiscal year beginning October 1, 2013 and continuing through September 30, 2014. The cost for the next year of police protection services is an increase of $51,424.00 over the current year contract expense of $2,571,200.00 (a 2% increase year-over-year). In all other respects the contractual relationship is not changing.

Attached to this agenda item is the original base agreement (October 1, 2001) which is now being proposed with its ninth addendum.

If the Commission desires to terminate the contract with PBSO, such termination would be governed by Section 11.1 Notice and Section 11.7 Termination of the base agreement. Section 11.7 reads as follows:

11.7 Termination. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

Should the Town Commission desire to cancel the proposed agreement prior to its expiration, it would have to provide PBSO with appropriate notice before March 29, 2014.

Recommended Motion: I move to authorize the Mayor to execute the Ninth Addendum to the Law Enforcement Service Agreement between Sheriff Ric L. Bradshaw and the Town of Lake Park.

TAB 8

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 8

Agenda Title: Regular Commission Meeting Minutes of September 18, 2013

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

Approved by Town Manager for Dale Sugerman **Date:** 9/23/13

Shari Canada, CMC, Deputy Town Clerk
Name/Title

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

Summary Explanation/Background:

Recommended Motion: To approve the Regular Commission Meeting minutes of September 18, 2013.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, September 18, 2013, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Presentation by Palm Beach County Inspector General Sheryl G. Steckler — Tab 1

D. PUBLIC COMMENT:

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

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

2. Approving an Outside Activity of the Town Manager — Tab 2

3. **Scheduling the Special Call Final Public Hearing on the Fiscal Year 2013-2014 Budget for Wednesday, September 25, 2013** **Tab 3**

F. OLD BUSINESS:

None

G. PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

4. **Ordinance No. 14-2013 Approval of a Staff Initiated Text Amendment to Modify Chapter 22, Article III, of the Town Code of Ordinances Entitled "Mobile Vendors" Providing for Amendments Pertaining to Food and Merchandise Sales and Service by Mobile Vendors in the Town**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE TOWN CODE ENTITLED "MOBILE VENDORS"; PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 4

H. NEW BUSINESS:

5. **Resolution No. 31-09-13 Approving an Annual Marina Parking Permit Pilot Program** **Tab 5**
6. **Award of Contract for Lake Park Tennis Center Tennis Court Resurfacing, RFP No. 104-13 to Fast-Dry Courts, Inc** **Tab 6**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Meeting Special Call Final Public Hearing on the Budget will be held on Wednesday, September 25, 2013

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, September 18, 2013, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, September 18, 2013 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Matt Ramenda, and Town Clerk Vivian Mendez.

Attorney Matt Ramenda served as Town Attorney for Thomas Baird.

Town Clerk Mendez performed the roll call.

Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

1. Presentation by Palm Beach County Inspector General Sheryl G. Steckler

Inspector General Sheryl G. Steckler showed a PowerPoint presentation (see attached Exhibit "A").

The Commission thanked Ms. Steckler for her presentation.

PUBLIC COMMENT:

Karen Mahnk, Library Director, provide an overview of upcoming activities at the Library. She invited the Commission and Town Manager to participate in the "Read for the Record" program through the Palm Beach County Literacy Coalition by reading to children at the Library on October 3, 2013 and advised that the book this year is "Otis" by Lauren Long.

CONSENT AGENDA:

2. Approving an Outside Activity of the Town Manager
3. Scheduling the Special Call Final Public Hearing on the Fiscal Year 2013-2014 Budget for Wednesday, September 25, 2013

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

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		

Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

4. **Ordinance No. 14-2013 Approval of a Staff Initiated Text Amendment to Modify Chapter 22, Article III, of the Town Code of Ordinances Entitled "Mobile Vendors" Providing for Amendments Pertaining to Food and Merchandise Sales and Service by Mobile Vendors in the Town**

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

Motion: A motion was made by Commissioner O'Rourke to adopt Ordinance 14-2013 on First Reading; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 5-0.

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

NEW BUSINESS:

5. **Resolution No. 31-09-13 Approving an Annual Marina Parking Permit Pilot Program**

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

Commissioner Flaherty asked if this is just a Marina parking pass.

Town Manager Sugerman stated "yes".

Commissioner Flaherty asked about fees 44 and 45 on the fee schedule for Resident Only Decal and Resident and Non-Resident Decal (see attached Exhibit "D).

Town Manager Sugerman explained that those fees were added to the fee schedule in November of 2011. He stated that it might need to be revised.

Commissioner O'Rourke asked if the fee for the Annual Marina Parking Permit were to be amended would it have to go through this process.

Town Manager Sugerman explained that any modifications to any fee needs to be done by the Commission at a Public Meeting in the form of a Resolution.

Commissioner O'Rourke asked if there are any notice requirements.

Town Manager Sugerman explained that the item would be noticed in the usual manner with the publication of the agenda in advance of the meeting.

Mayor DuBois explained that before the new Marina was developed the Town had an annual pass and asked if the fee and language regarding its operation was reviewed.

Town Manager Sugerman stated "no".

Mayor DuBois thinks that the annual fee was eliminated because of language in a grant the Town received.

Motion: A motion was made by Commissioner Flaherty to approve Resolution 31-09-13; Commissioner O'Rourke made the second.

Mayor DuBois asked if the $100 is appropriate.

Commissioner Flaherty thinks $100 is a good start.

Vice-Mayor Glas-Castro stated that the Town allows overnight parking at the Marina for $25.00 and questioned whether people would just buy the $100 parking pass instead.

Mayor DuBois thinks that the parking pass and the overnight pass are different things.

Town Manager Sugerman explained that this item does not differentiate between the annual parking pass and the overnight parking pass. He stated that the annual parking permit provides that one could park in any metered parking space for a payment of a $100 annual permit.

Mayor DuBois suggested that the annual parking permit per twelve (12) hour period or other limitation.

Town Manager Sugerman explained that the Marina Task Force recommended a schedule for different types of parking activities. His understanding was that the Commission was not ready to move forward with the Marina Task Force recommendations and directed that a $100 Annual Marina Parking Permit be implemented and that is what is presented for Commission consideration.

Mayor DuBois did not think that the intent was for the annual parking permit to be used in place of the overnight parking permit. He asked if a boater launches their boat at 8:00 am and returns at 8:00 am the next day what fees have they incurred.

Town Manager Sugerman explained that the boater should be charged a $10 launch fee and a $25 overnight parking fee for a total of $35.

Mayor DuBois asked if the same boater returns at 7:59 am do they still pay the overnight parking fee.

Town Manager Sugerman explained that the overnight parking fee is incurred when the sun sets.

Mayor DuBois suggested that the Annual Marina Parking Permit be limited to a daily launch and that was his intention when he brought this item forward.

Vice-Mayor Glas-Castro stated that the County charges $35 for an annual permit.

Mayor DuBois stated that includes parking for a long as desired.

Town Manager Sugerman explained that the County locks the gates at night and does not open until the next morning and typically allow overnight parking.

Mayor DuBois requested that the motion be modified to include a 25 hour limit on the launch.

Commissioner O'Rourke stated that the intention of this parking pass was to increase the traffic at the Marina and thinks that should be the major role. He thinks by creating different types of passes that the Town cannot sell the idea that the Town has something to offer to bring the boaters to the Marina to launch their boat. He thinks that the parking permit should be presented as a bargain with no limitations on use. He asked how much traffic would the Marina get from people who would buy the Annual Marina Parking Permit for overnight parking.

Town Manager Sugerman stated that this concept for an Annual Marina Parking Permit was born out of a brief discussion at a Commission Budget Workshop and it flies in the face of the work the Marina Task Force did. He explained that the Marina Task Force addressed all of these issues and came up with a series of recommendations including a reconfiguration of the parking lot; providing for free launching, but paying for parking; and different types of parking that is paid for including overnight parking. He had hoped that when the Commission accepted the Marina Task Force report that it would follow. He does not believe that the proposed Annual Marina Parking Permit for $100 will generate any business. He thinks it will cause the Town to lose money because right now the only place that one would pay for parking is in the circle of the Marina and the only people using that parking are those that use the dive boats. He stated that what will happen is the dive boat owners will buy the $100 permits and are going to use those parking space under the permit a lot more than their customers who pay for parking in those spaces.

Mayor DuBois stated that this is a complete misunderstanding of the intent and that the only intent that he had on this item was for trailed boats and not for the upland parking or the parking meters.

Town Manager Sugerman stated that the trailer parking space are not currently metered and that boaters that bring their boat by trailer to the Marina are only paying to launch. He explained that the recommendations of the Marina Task Force have not been implemented.

Mayor DuBois stated that his intention was that in the interim that the Annual Parking Permit be used to determine if there is some interest only for "ramping" which is the $10 launch fee. He stated that if this item will affect all of the parking at the Marina that he will not vote for it.

Vice-Mayor Glas-Castro stated that it was her understanding that this was also for the boat trailers only.

Mayor DuBois recommended that the item be changed to specify that the Parking Permit is for the use of the ramp and that it is for a twenty-four (24) hour period.

Commissioner O'Rourke spoke in opposition of the change because this is changing what the Commission is doing and thinks there needs to be proper notice and withdrew his second to the motion.

Commissioner O'Rourke withdrew his second to the motion and Commissioner Flaherty withdrew the motion.

Mayor DuBois asked if the Commission wants to pursue the recommendations of the Marina Task Force which included parking related issues. He suggested that the recommendations from the Marina Task Force be revisited by the Commission.

The Commission reach consensus for the Marina Task Force recommendations to be placed on an upcoming Commission agenda.

Town Manager Sugerman explained that the reconfiguration of the parking lot as recommended by the Marina Task Force requires modification of the Interlocal Agreement with Palm Beach County. He stated that staff has been waiting for Palm Beach County to advise if they are receptive to modifying the Interlocal Agreement. He advised that he has a verbal agreement with Palm Beach County that they are fine with the modifications to the Interlocal Agreement and a formal letter was sent from him to Palm Beach County regarding the Interlocal Agreement.

Mayor DuBois asked how long it would take to implement the Marina Task Force recommendations.

Town Manager Sugerman stated that once Palm Beach County approves the modification to the Interlocal Agreement that the Marina Task Force recommendations regarding the parking could be implemented within ninety (90) days. He requested that the item be withdrawn from the agenda.

The Commission reached consensus to withdraw the item from the agenda.

6. Award of Contract for Lake Park Tennis Center Tennis Court Resurfacing, RFP No. 104-13 to Fast-Dry Courts, Inc

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

Vice-Mayor Glas-Castro asked if the $9,176 would be encumbered this Budget Year.

Town Manager Sugerman stated "yes".

Commissioner Rapoza asked where the $9,176 would come from.

Town Manager Sugerman stated that the funds would come from the Capital Improvement line item in the Recreation Department budget.

Commissioner O'Rourke asked if alternate #1 the resurfacing of the walkway included any provisions to elevate the drainage issue.

Town Manager Sugerman explained that this project does address attempting to control the drainage.

Mayor DuBois asked what color the courts will be.

Richard Pittman, Project Manager, stated that the interior of the court will be a United State Tennis Association (USTA) approved blue and the exterior will be a USTA approved green.

Mayor DuBois asked if the tennis nets meet the USTA standards.

Project Manager Pittman stated that he believes that the nets conform to the USTA standards.

Motion: A motion was made by Commissioner O'Rourke to approve contracting with Fast-Dry Courts, Inc. in the amount of $42,245.00 to perform the requirements of Bid No. 104-2013 and establish a contingency of $4,225.00.; Commissioner Rapoza made the second.

Commissioner O'Rourke stated that this project will resurface the courts that will put them is a playable condition that is match level compatible. He thanked the staff for their work on the project. He stated that this is an important project for the Town to put together programs for the youth in the community. This is an asset that the Town is improving and is an asset that is going to let the Town bring children to a place where they can get involved in programs.

Commissioner Rapoza asked what is the start date for the project.
Town Manager Sugerman stated that the grant requirements specify that construction must be complete by December 31, 2013 and the grant must be closed out by January 30, 2014.

Mayor DuBois asked if there are other amenities that the Town should consider improving to match the quality of the court surfaces.

Commissioner O'Rourke stated that one of the complaints is about the restrooms and thinks it can be addressed in the future.

Vote on Motion:

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

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Attorney Ramenda no comments.

Town Manager Sugerman stated that the Public Workshop scheduled for September 28, 2013 has been cancelled/postponed to a future date to be announced. He stated that the Audit Committee held a meeting on September 13, 2013 and have recommended two (2) firms to the Town Manager and Commission. He asked the Commission for direction on if they want to hear presentations, how many presentations that the Commission wants to receive and on what date.

The Commission reached consensus to direct the Town Manager to negotiation with the two (2) recommended firms and for the two (2) recommended firms to make presentations. The Town Manager is to report on the negotiations at the November 6, 2013 Commission Meeting.

Commissioner Flaherty requested that a Proclamation be presented to Lisa Colgan for her years of service of the Library Board.

The Commission reached consensus to present Ms. Colgan with a Proclamation.

Commissioner Rapoza Congratulated Vice-Mayor Glas-Castro for her appoint to a Florida League of Cities Urban Administration Committee. She stated that she was glad to see new visitors reported on the website report. She congratulated the September Home of the Month winner. She stated that Community Garden was included in a Focus article in the Palm Beach Post on August 22, 2013.

Commissioner O'Rourke asked if the nominations for appointment for Town Boards will be on the October 2, 2013 Commission meeting agenda.

Town Manager Sugerman stated "yes".

Commissioner O'Rourke stated that he will be attended the Florida League of Cities Policy Committee meetings in Jacksonville, Florida. He stated that he is on the Growth Management and Economic Development Committee.

Vice-Mayor Glas-Castro advised that she will be attending the Florida League of Cities Policy Committee meetings in Jacksonville, Florida and that she is on the Urban Administrative Committee.

Mayor DuBois stated that he was approached by someone interested in selling Christmas trees in Kelsey Park and wanted to know how to proceed and advised the person to contact Town Manager Sugerman.

Town Manager Sugerman stated that the Town will have to look at the Code to determine whether such activity is allowed in the park, which is a public space. The Town Commission would have to determine that an individual vendor using a public space for a for-profit venture serves a public purpose.

Mayor DuBois stated that there was an article in the Palm Beach Post regarding rabies in kittens found in Lake Park. He explained that he contact Sonia Isger at the Palm Beach Post regarding the article. He stated that after some investigation it was concluded that the kitten was not found in Lake Park. He explained that he asked Town Manager Sugerman to look into the issue and the report from Animal Care and Control was that there have been no finds of rabies in Lake Park for at least five (5) years. He stated that the Town cares about animals and the care of animals, the Town is patrolled by Animal Care and Control.

ADJOURNMENT

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

_____
Mayor James DuBois

_____
Deputy Town Clerk, Shari Canada, CMC

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

Exhibit "A"

OFFICE OF INSPECTOR GENERAL
PALM BEACH COUNTY • FLORIDA

Enhancing Public Trust in Government

Enhancing Public Trust in Government

WHO ARE WE?

Sheryl G. Steckler, Inspector General

INSPECTOR GENERAL ORDINANCE

ARTICLE XII, SECTION 2-421..2-430,
PALM BEACH COUNTY CODE

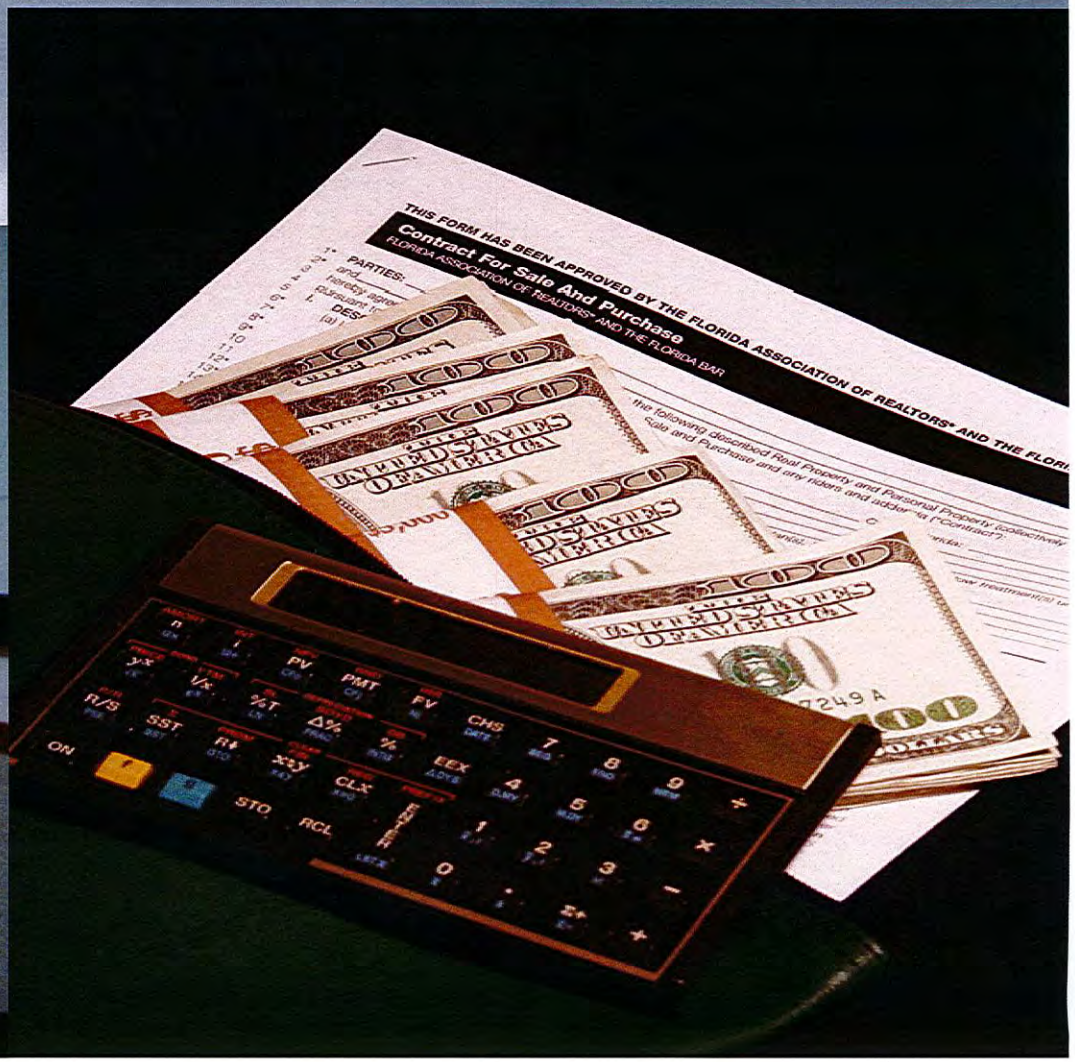
Pertains to all elected and appointed county and municipal officials and employees, county and municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the county or a municipality and/or receiving county or municipal funds.

INSPECTOR GENERAL RESPONSIBILITIES

- Provide independent oversight;
- Promote accountability, efficiency, integrity, and transparency in government;
- Conduct audits, investigations and contract oversight reviews;
- Receive full and unrestricted access to the records;
- Prevent and detect fraud, waste, abuse, inefficiencies and mismanagement.

TRANSPARENCY

CONTRACT OVERSIGHT



CONTRACT OVERSIGHT

PREVENTION: To reduce the appearance of and opportunity for vendor favoritism and enhance public confidence that contracts are being awarded equitably and economically. Contract Oversight staff routinely attend selection committee meetings and perform contract oversight activities.

- *Types: Selection Committee Meetings, Contract Review Committee Meetings, and Entity/Municipal Contract Meetings*

CONTRACT OVERSIGHT COMMUNICATIONS

- **Contract Oversight Observation**

  Identifying an activity/procedure that does not comply with established policy and procedures.

- **Contract Oversight Notification**

  Material weakness in a procurement process; the entity is vulnerable to increased costs.

- **Contract Oversight Review**

  In-depth review of procurement process/activity/area that identifies risk(s) and irregularities.

CONTRACT OVERSIGHT FINDINGS - PIGGYBACK

Findings:

- Neither the Village's Code of Ordinances nor sound procurement practices support the use of piggyback contracts for construction projects.
  - *Over 33 months the Village awarded approximately $7.1 million in piggyback contracts to a single vendor.*
  - *The Village entered into a piggyback contract however, the original competitively procured contract had expired.*

Corrective Actions:

- The Village is in the process of more clearly defining its piggyback contracting practices within their procurement code.
- The Village has enacted measures whereas sewer and water projects are being competitively bid. *2 bids since issuance of OIG report.*

CONTRACT OVERSIGHT FINDINGS

Lack of Transparency Resulted in the Public and Interested Parties Being Misinformed

- Waste Management Inc. five year contract extension up for renewal. (Contract in place since 2006).
- Council added item to agenda one month earlier (April 2012 in lieu of May) than scheduled.
- Public and interested parties deprived of right to be present and heard on controversial matter.

CONTRACT NOTIFICATION

SOLID WASTE FRANCHISE

Findings:

- City had not competitively bid the solid waste franchise agreement since 2001.
- City had renewed the franchise agreement three times (2003, 2006, 2008).

Corrective Actions:

- City should follow own procurement policies and procedures by conducting full and open competition.
- City should periodically review and update its procurement policies and procedures.

Costs to be Determined

- February 27, 2012, City stated they did not agree with the OIG's position that they failed to follow established procedures set forth in their procurement policy that required the City to competitively bid their Solid Waste Franchise Agreement.
- June 13, 2013, Outside Legal Counsel was hired (at request of majority of City Council) to provide a legal opinion on former Council's decision. Legal opinion concurred with OIG in that the City's Purchasing Ordinance required the Solid Waste contract to be competitively procured and that the contract renewal violated the City's Purchasing Ordinance.
- June 18, 2013, City Council voted to file for a declaratory judgment and ask the court to determine if the Solid Waste contract is valid.

AUDIT

AUDIT – RISK BASED & ENTERPRISE APPROACH

- Budget
- Prior Investigative Findings
- Management Concerns
- Significance To Overall Mission
- Operations Known To Be Susceptible To Fraud
- Repeat Findings

IG audits will also focus on an enterprise approach to efficiencies in government.

AUDIT FINDINGS OPENSKY

- Better Planning and Project Management of Open Sky Could Have Improved System.
- Contracting Practices Used in OpenSky Did Not Adequately Protect Expenditure of Public.
- OpenSky is Performing to Contract Specifications in Five Municipalities.
- Our Survey of Officers Using OpenSky Had Mixed Results.
- Questions Remain Unresolved on OpenSky Operability in West Palm Beach.

Questioned Costs

$ 253,863

AUDIT FINDINGS
POOR FINANCIAL CONTROLS

Cash Disbursements

- Internal controls were seriously deficient, leaving cash and other assets highly vulnerable to fraud.
- Questionable transactions referred to State Attorney's Office.
- Lack of sufficient oversight and scrutiny by Commission contributed to condition.
- City Manager had too much authority and control without an adequate system of checks and balances.

Questioned Costs

$306,377

Cost Avoidance

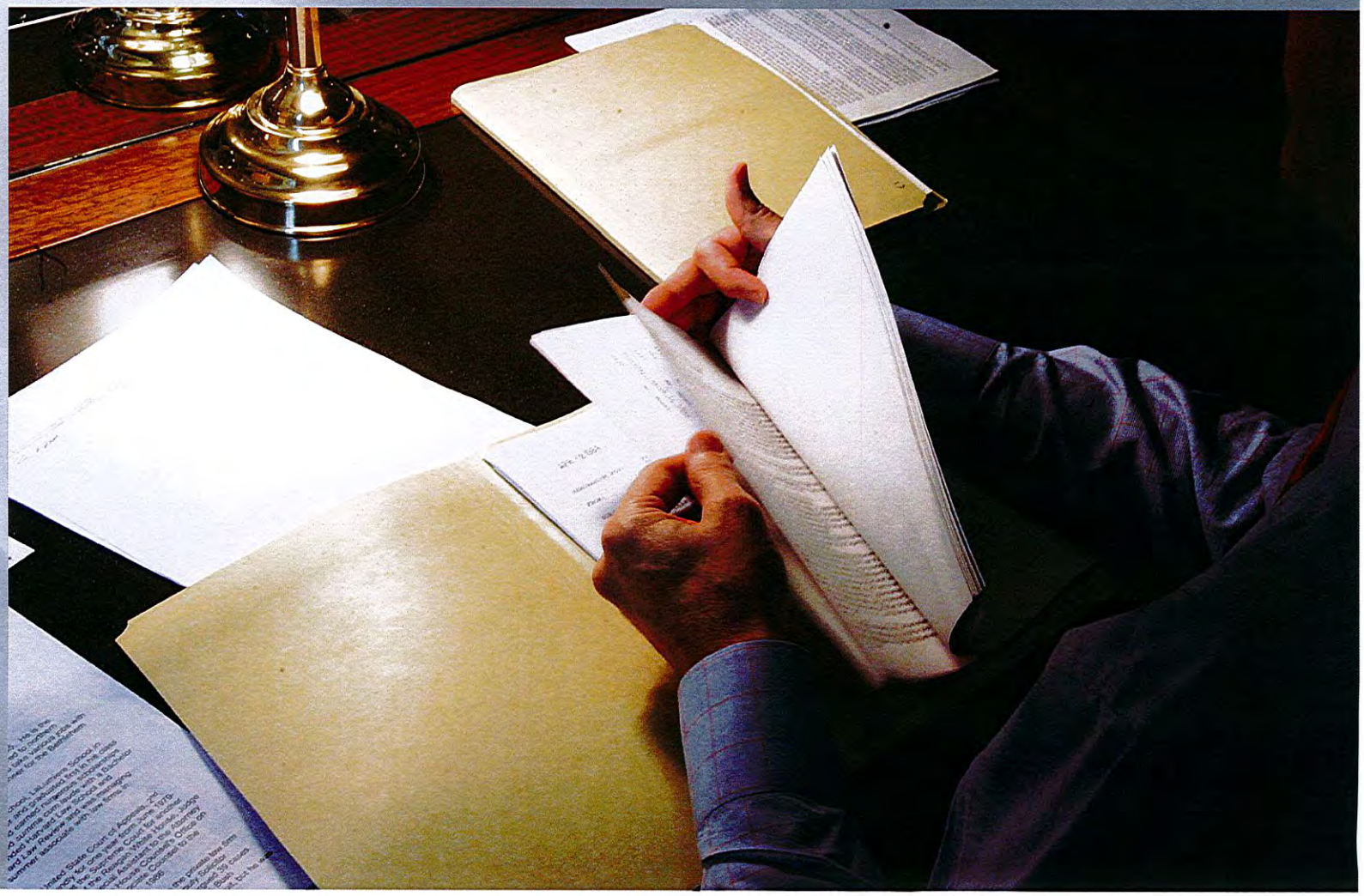
$862,473

AUDIT FINDINGS
SOLID WASTE AUTHORITY

- SWA lost $111,811 in tipping fee revenue as a result of contractor delivering materials to Broward County.
- Commercial customers were charged more than the approved SWA disposal rate ($4,310.85) and more than the approved hauling rate ($5,048.44).
- Additional procedures are needed to monitor haulers.

Identified Costs	Cost Avoided
$ 121,170	$305,098

INVESTIGATIONS



WRITTEN CORRESPONSDENCES

- OIG Handle
- Management Referral
- Management Inquiry
- Management Review
- Investigation

MANAGEMENT REVIEW FINDINGS

- A City failed to properly bill their local Hospital for water services due to not correctly installing the water meter; resulting in loss revenue to the City (Identified Costs: **$60,022)**.
- The City re-hired their former Engineer who had retired as a consultant without a competitive procurement process. In just over 3 years, they paid the "Consulting Engineer" (Questioned Costs: **$576,200)**.

Identified & Questioned Costs

$636,200

MANAGEMENT REVIEW FINDINGS

- The City lease with a local Restaurant/Bar resulting in potential lost revenue to the City (Questioned Costs: **$653,900)**.
- The City did not enforce rent and utility provisions (Identified and/or Questioned Costs: **$230,929).**
- The City did not enforce the escalator provisions in 2 of the 3 leases (Identified Costs: **$6,887** – City recovered **$6,734**).
- The City did not enforce boat slip provisions (Questioned Cost = **$16,641**).

Identified, Questioned and Avoidable Costs

$ 1,087,626.80

INVESTIGATIVE FINDINGS

- City Commission failed to follow criteria set forth in an RFQ for engineering services.
- City Commission awarded contracts to the top 5 firms selected according to the RFQ's criteria and to the 15th ranked firm because of its purported technology.

RECOMMENDED CORRECTIVE ACTION:

Commission should adhere to criteria set forth in an RFQ. In the event that they disagree with criteria or rankings, the Commission should request staff to re-issue the RFQ prior to an award.

CITY RESPONSE:

City Manager indicated that it was the City Commission's own "prerogative" to add the 15th ranked firm to their selection.

POTENTIAL CRIMINAL VIOLATIONS REFERRALS

IN COORDINATION WITH THE STATE ATTORNEY'S PUBLIC INTEGRITY UNIT AND PARTNERSHIPS WITH VARIOUS FEDERAL, STATE AGENCIES AND LOCAL LAW ENFORCEMENT.....

EMPLOYEE THEFT

Questioned / Identified

$ 18,934

Value of

Pension Forfeiture

$ 243,532.80

- Employee was arrested and charged with Grand Theft, Dealing Stolen Property, Official Misconduct, and Organized Scheme to Defraud.
- Employee Convicted: Petit Theft/Adjudicated Guilty. Dealing in Stolen Property: Adjudication Withheld - Felony Probation. Restitution $519.05 and 3 Years felony probation.

OIG Audit Findings:

- Improper Segregation of Duties; Un-inventoried surplus computer equipment; Incomplete surveillance camera coverage & building access security controls weakness; Employee timecards and payroll timesheets were not certified as true and correct; Pattern of using vacation leave with overtime inflated overtime costs.

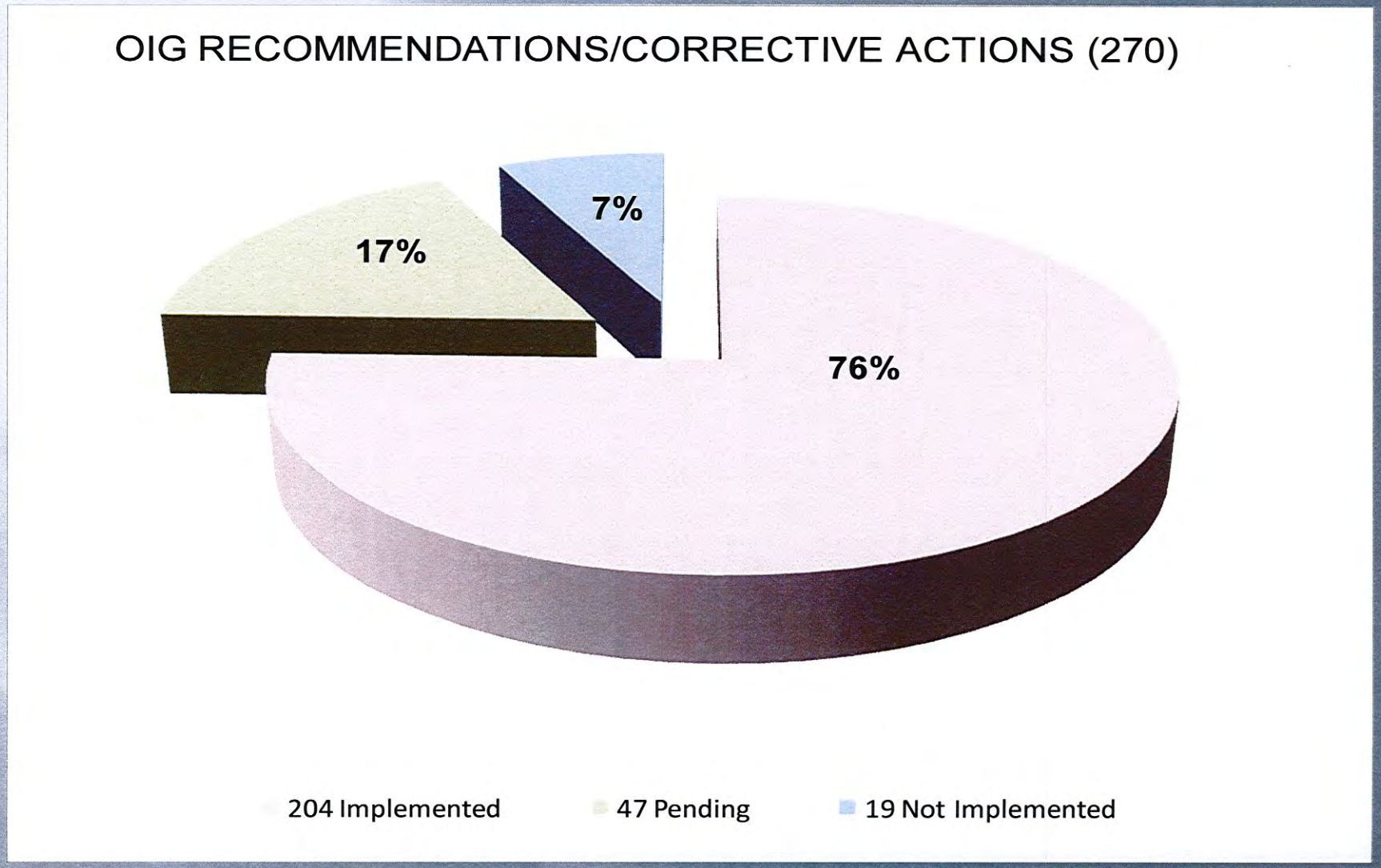
WHAT THE OIG DOES NOT DO

- Fire or discipline employees
- Conduct Criminal Investigations
- Arrest people
- Make policy

WHAT THE OIG DOES DO

- **Fact** Finders
- Issue **Recommendations** to Enhance Policies, Procedures, Rules and Internal Controls
- Make Re**commendations** to Take Appropriate Corrective Action(s)
- Provide **Transparency** to the Public

CORRECTIVE ACTIONS: THRU 6/30/13



RETURN ON INVESTMENT

Questioned Cost

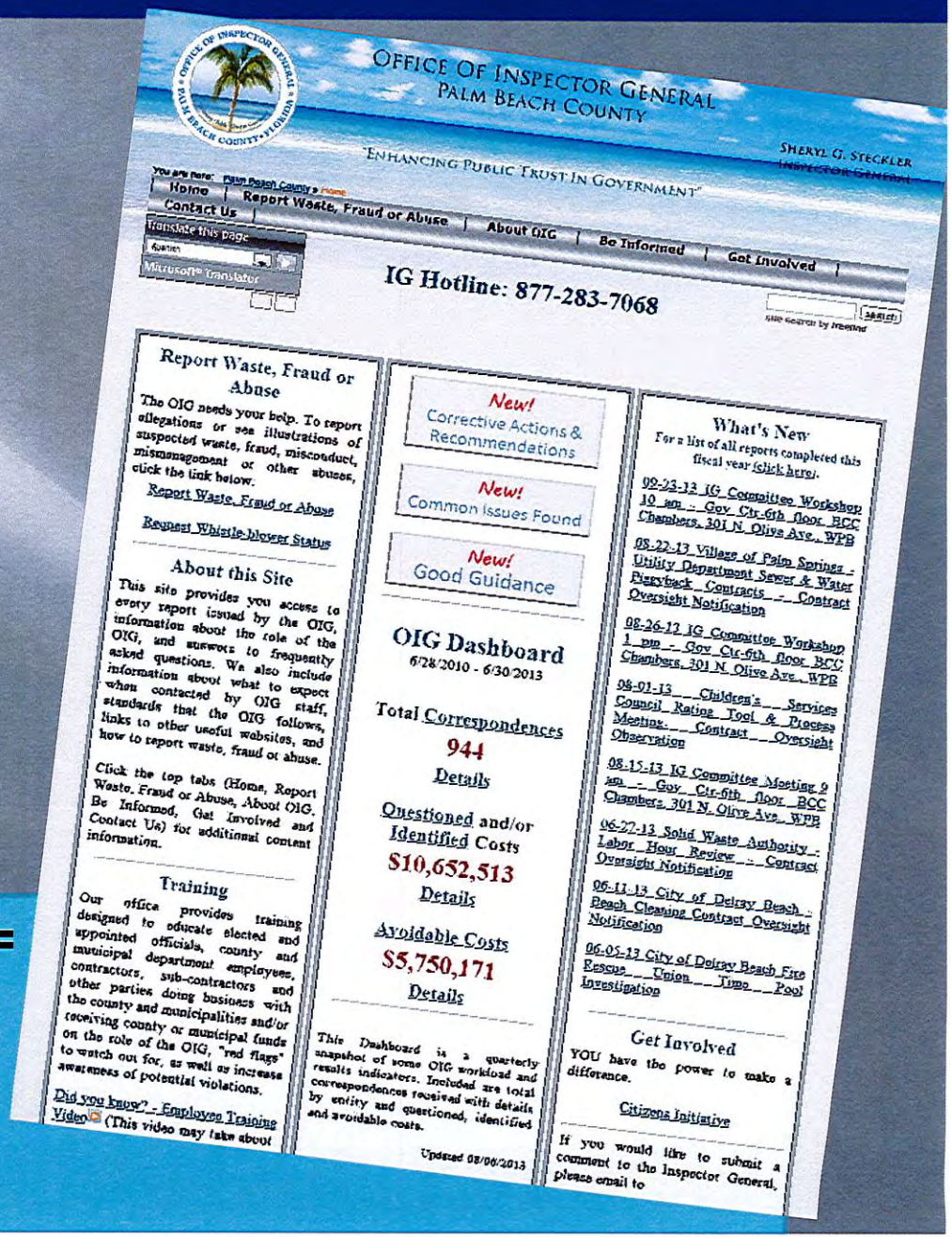
A finding that the expenditure of funds for the intended purpose is unnecessary or unreasonable and/or lacks adequate documentation.

Identified Cost

Those dollars that have the potential of being returned to offset the taxpayer's burden.

Avoidable Costs

Dollar value that will not be spent over three years if OIG's recommendations are implemented.



Questioned and/or Identified Costs = $10.6 Million (Since Inception)

Avoidable Costs = $ 5.7 Million

(Since October 1, 2012)

www.pbcgov.com/OIG

OIG WEBSITE

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- About the OIG
- IG Message
- What to Expect
- Reporting Policies
- FAQ's
- Audit Unit
- Contract Oversight Unit
- Investigations Unit
- Budget
- Personnel
- IG Committee
- Ordinances
- Standards

- Reports This Fiscal Year
- Archive Reports
- Dashboard
- Common Issues Found
- Corrective Actions
- Good Guidance
- Outreach
- Lawsuit
- OIG in the News
- Grand Jury
- Career Opportunities
- Meetings
- Links

Report Waste, Fraud or Abuse

The OIG needs your help. To report allegations or see illustrations of suspected waste, fraud, misconduct, mismanagement or other abuses, click the link below:

Report Waste, Fraud or Abuse

Request Whistle-blower Status

About this Site

This site provides you access to every report issued by the OIG, information about the role of the OIG, and answers to frequently asked questions. We also include information about what to expect when contacted by OIG staff, standards that the OIG follows, links to other useful websites, and how to report waste, fraud or abuse.

Click the top tabs (Home, Report Waste, Fraud or Abuse, About OIG, Be Informed, Get Involved and Contact Us) for additional content information.

Training

Our office provides training designed to educate elected and appointed officials, county and municipal department employees, contractors, sub-contractors and other parties doing business with the county and municipalities and/or receiving county or municipal funds on the role of the OIG, "red flags" to watch out for, as well as increase awareness of potential violations.

View Training Page

Speaker Request

Are you looking for a guest speaker? The Inspector General and staff are available for speaking engagements with public or civic groups and organizations. If you would like to request a presentation you may submit a request for speaker application, or contact the office at 561-233-2350.

New!
Good Guidance

OIG Dashboard

6/26/2010 - 6/30/2013

Total Correspondences

944

Details

Questioned and/or Identified Costs

$10,652,513

Details

Avoidable Costs

$5,750,171

Details

This Dashboard is a quarterly snapshot of some OIG workload and results indicators. Included are total correspondences received with details by entity and questioned, identified and avoidable costs.

Updated 08/06/2013

u would like to provide Feedback to the ector General, please email to:

IGcomments@pbcgov.org

What's New

r a list of all reports completed this fiscal year (click here).

- 09-10-13 Solid Waste Authority - Contract #03240 with The Tower Group Investigations Closing Memorandum
- Quarterly Publication: A Local Report on Accountability & Transparency - Fall Edition 2013
- Intern Profile - Ian Calkins - September 2013
- 09-23-13 IG Committee Workshop 10 am - Gov Ctr-6th floor BCC Chambers, 301 N. Olive Ave., WPB
- 08-22-13 Village of Palm Springs - Utility Department Sewer & Water Piggyback Contracts - Contract Oversight Notification
- 08-26-13 IG Committee Workshop 1 pm - Gov Ctr-6th floor BCC Chambers, 301 N. Olive Ave., WPB
- 08-01-13 Children's Services Council Rating Tool & Process Meeting - Contract Oversight Observation
- 08-15-13 IG Committee Meeting 9 am - Gov Ctr-6th floor BCC Chambers, 301 N. Olive Ave., WPB
- 06-27-13 Solid Waste Authority - Labor Hour Review - Contract Oversight Notification
- 06-11-13 City of Delray Beach - Beach Cleaning Contract Oversight Notification
- 06-05-13 City of Delray Beach Fire Rescue Union Time Pool Investigation

Get Involved

YOU have the power to make a difference.

Citizens Initiative

OFFICE OF INSPECTOR GENERAL
PALM BEACH COUNTY • FLORIDA
Enhancing Public Trust in Government

THANK YOU!

Visit us online at: **www.pbcgov.com/OIG**

Sheryl G. Steckler, Inspector General

Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 18, 2013 **Agenda Item No.** Tab 4

Agenda Title: APPROVAL OF A STAFF INITIATED TEXT AMENDMENT TO MODIFY CHAPTER 22, ARTICLE III, OF THE TOWN CODE OF ORDINANCES ENTITLED "MOBILE VENDORS" PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN

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

Approved by Town Manager DSS **Date:** 9/10/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: Community Development	Costs: **$ 0** Funding Source: Acct. # [ ] Finance _____	**Attachments:** → **Ordinance 14-2013**
Advertised: Date: ***N/A on first reading*** Paper: _____ [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone__*ND*_____ or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

The original Mobile Vendor Ordinance was adopted in June 2010 under the *solicitation* Chapter 22 of the Town of Lake Park Code of Ordinances.

Over the past few months, staff has had several discussions internally about the current Mobile Vendor registration requirement. There is some confusion with the language as it is currently written and as it relates to individuals who simply come into Town to provide a service from a point of sale outside of the Town. Examples are: a housekeeper who comes in to clean a house; or a handyman who repairs a sliding glass door and does not need a permit to do so; or a landscaper who cuts

grass on a bi-weekly basis. If these individuals/companies are not selling their service from their motor vehicle, and are naturally registered elsewhere, whether it be through a Home Office Business Tax Registration or a Commercial Business Tax Registration, then staff's interpretation of the Ordinance is that they would not need a Mobile Vendor Registration. *Services* are performed at households every single day and it is unreasonable and impossible to assume that each and every *service* being performed would require a Mobile Vendor registration; however, in order to adequately capture this interpretation, the Ordinance needs to be modified slightly as proposed in the attached Ordinance to provide a clear enforcement mechanism for Mobile Vendors traveling the streets of the Town with the intent to "solicit", in other words "sell" from their motor vehicles. The existing language also serves to protect existing businesses in Town by placing distance separation requirements on Mobile Vendors selling food, merchandise or services similar to those sold by established businesses in Town who have a physical commercial location.

This being said, there are certain motor vehicles that do sell services from their motor vehicles, such as the Mobile Car Wash; Mobile Pet Grooming; and Mobile Marina Repair (for example) that may travel our streets in an attempt to sell their services. These vehicles would fall under our Mobile Vendor classification and would need to register. The landscaper, who cuts the lawn every week and either has a Home Office Business Tax Registration, or a Commercial Business Tax Registration, would not need to register as a Mobile Vendor for the *service* being provided in the Town of Lake Park from another point of sale.

Staff is proposing minor changes to the Code pursuant to the attached Ordinance to simply clear up this confusion. While the proposed changes do not affect how the Ordinance is currently being enforced and will not require any additional restrictions or requirements, the Ordinance will serve to provide some clarity as it relates to vehicles selling services (*requires a registration*) **versus providing services that were initiated from a point of sale other than the motor vehicle** (*does not require a registration*).

Recommended Motion: I move to APPROVE Ordinance 14-2013 on first reading.

Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 18, 2013 **Agenda Item No.** Tab 5

Agenda Title: Resolution No. 31 -09-13 Approving an Annual Marina Parking Permit Pilot Program

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

Approved by Town Manager _____ **Date:** 9/4/13

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Commissioner Rapoza**	Costs: N/A Funding Source: [ ] Finance _____	**Attachments:** Revised Fee Schedule
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *DSS* **Please initial one.**

Summary Explanation/Background:

At the August 13, 2013 Commission budget workshop meeting, the Town Commission reached a consensus to direct staff to bring forward for Commission consideration an annual marina parking permit pilot program. The attached resolution adds to the current fee schedule an annual marina parking permit fee of $100.00 (item #46 on the attached schedule). Even though the instructions from the Commission were for a pilot program, this fee will remain in place indefinitely until the fee schedule is subsequently amended.

Recommended Motion: I move the adoption of Resolution no. __ -09-13.

Exhibit "D"

(44)	Resident Only Decal Fee (valid in all metered areas except Lake Shore Park Lots and Marina Lots)	$45
(45)	Resident and Non-Resident Decal Fee (valid in all metered areas)	$100
(46)	**Annual Marina Parking Permit**	**$100**

Recovery of additional costs. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant to assist Town staff in the review and processing of applications for development orders, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application for a development order, and the preparation and/or review of legal documents.
3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the Town Commission takes final action on the application, the Town shall refund any unused cost deposit funds to the applicant.
5) The minimum cost deposit shall be $800.00 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 18, 2013 **Agenda Item No.** Tab 6

Agenda Title: Award of Contract for Lake Park Tennis Center Tennis Court Resurfacing, RFP No. 104-13 to Fast-Dry Courts, Incorporated.

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

Approved by Town Manager DSS **Date:** 9/6/13

Richard Pittman/Project Manager
Name/Title

Originating Department: Public Works	**Costs: Up to $46,470.00** **Funding Source: Gen. Fund** **Acct. No. 600-63000** **Contract Award: $42,245.00** **Contingency: $ 4,225.00** **[X] Finance** BKR	**Attachments:** **Bid Tabulation** **Bid Document** **Bids Received** **Purchase Order**
Advertised: **Date: August 11, 2013** **Paper: Palm Beach Post** **[ ] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone** RP or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

The Town has received a Community Development Block Grant in the amount of $37,294.00 for the resurfacing of six tennis courts and replacement of net posts and nets at the courts located in Lake Shore and Kelsey Parks. The Town staff prepared the bid documents and advertised the tennis court resurfacing project in the Palm Beach Post on August 11, 2013. A mandatory pre-bid meeting was held on August 22, 2013 with three potential bidders attending. Bids were opened on September 3, 2013 with two bids having been received.

The firm of Fast-Dry Courts, Inc. submitted the lowest responsible and responsive bid in the amount of $41,255.00 (see attached bid tabulation).

The bid documents required bidders to price the nine items which constitute the base bid and to price three alternates. The alternates with the low bidder's prices are as follow:

Alternate I: Resurface 70' x 19' walkway between courts 2 & 3..... $ 700.00
Alternate II: Raise the fence fabric between courts 5 & 6..... $290.00
Alternate III: Install steel net posts in existing openings in place of bid item No. 5 (deduct) $1,895.00

Town staff recommends that the awarded contract include Alternates 1 and 2, which will add $990.00 to the base bid.

Fast-Dry Courts Inc. is certified to apply the manufacturer's resurfacing system that meets the bid requirements. Fast-Dry Courts has been in business for more than 20 years. Fast-Dry Courts will be able to commence work in mid-October which is a requirement of the grant and the bid documents.

Staff recommends that Fast-Dry Courts, Inc. be awarded a contract for Town Bid No. 104-2013 for the low base bid plus Alternates Nos. 1 and 2. The contract award amount will be $42,245.00.

A contingency amount of $4,225.00 (10 percent of the awarded contract price) is recommended. Fast-Dry Courts is recommending a product and procedure to repair wide cracks that is different from the contract specifications. As resurfacing approaches the final two courts, staff recommends using the remaining contingency for this specialized crack-fill treatment. The authorization of the use of the contingency funds would be approved by the Town Manager and a change order issued to the contractor.

SUMMARY:

Base Bid Amount:	$ 41,255.00
Alternate I Resurface Walkway:	700.00
Alternate II Raise Fence Fabric courts 5 & 6:	290.00
TOTAL RECOMMENDED CONTRACT AWARD	$ 42,245.00
10 Percent Contingency:	$ 4,225.00
TOTAL CONTRACT AWARD PLUS CONTINGENCY	$ 46,470.00
Less CDBG Grant Amount:	($ 37,294.00)
TOTAL MAX. COST TO TOWN:	$ 9,176.00

The Town Commission is being asked to commit up to $9,176.00 of Town funds (acct. no. 600-63000) such that a contract in the amount of $42,245.00 can be awarded.

Recommended Motion: I move to approve contracting with Fast-Dry Courts, Inc. in the amount of $42,245.00 to perform the requirements of Bid No. 104-2013 and establish a contingency of $4,225.00.

TAB 9

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 9

Agenda Title: Authorizing the Mayor to Sign the Application for State Aid to Libraries

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

Approved by Town Manager _____ **Date:** 9/20/13, **2013**

Karen Mahnk, Library Director
Name/Title

Originating Department: **LIBRARY**	Costs: $ N/A Funding Source: Acct. # [ ] Finance _____	**Attachments:** **- Resolution No. 27-09-13** **- Grant Agreement** **- Certification of Local Operating Expenses** **- Annual Plan of Service as Exhibit "A"** **- Library Strategic Plan as Exhibit "B"**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone__KM_____ or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: 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. An application form is required to apply for these funds, as well as Library Annual Plan of Service and current three year Library Strategic Plan as approved by this Commission body. Based on the State Division of Library Services' anticipated revenue, this year's (Fiscal Year 2013-2014) allocation for Lake Park is estimated to be $9,420. No match, other than the Library's regular operating budget, is required to receive this funding. The Lake Park Public Library has been applying for and receiving the grant each year since 1998. This Agenda item will authorize the Mayor to execute the Grant Application.

Recommended Motion: I move to approve Resolution No. 27-09-13.

RESOLUTION NO. 27-09-13

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; APPROVING A LIBRARY ANNUAL PLAN OF SERVICE FOR FISCAL YEAR 2013-2014; APPROVING LIBRARY STRATEGIC PLAN FOR 2014-2017 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, Library Annual Plan of Service for fiscal year 2013-2014 as hereby approved by the Commission of the Town of Lake Park.

Section 12. Attached hereto is Exhibit B, Library Strategic Plan 2014-17 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.

Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (GRANTEE) _____ TOWN OF LAKE PARK_____
(Name of library governing body)

Governing body for _____ LAKE PARK PUBLIC LIBRARY _____
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes,* and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes,* has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work during Fiscal Year 2013-2014:

The single library administrative unit, as an eligible political subdivision under 257.17 *Florida Statutes,* is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning library 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 operated by the library's governing body open 40 hours or more each week.

The parties agree as follows:

I. The GRANTEE agrees to:

a. Provide the following as grant deliverables:

1. For payment number one:

i. The amount of local funds expended during the second preceding local fiscal year for the operation and maintenance of the library and certification that the expenditures were for the operation and maintenance of the library.

2. For payment number two:

i. A copy of the annual audit that was done in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles.

b. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant Program.

c. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.

d. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.

e. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.

f. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

g. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.

h. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.

i. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.

j. Hereby certify 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.

k. Not discriminate against any employee employed in the performance of 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 subcontracts for services by this agreement.

l. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such GRANTEE, the grantee 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*. In determining the state financial assistance expended in its fiscal year, the GRANTEE 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.

In connection with the audit requirements addressed in part k, paragraph 1, the GRANTEE 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)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE 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 grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at https://apps.fldfs.com/fsaa.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

   Office of Inspector General
   Florida Department of State
   R. A. Gray Building, Room 114A
   500 South Bronough Street
   Tallahassee, Florida 32399-0250

2. 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

m. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees:

a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes,* and guidelines for the State Aid to Libraries Grant Program.

c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:

a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.

b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.

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

d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default 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.

e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.

f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.

g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.

h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.

i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.

j. 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 by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION 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.

k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.

l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.

m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.

n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.

o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.

p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.

q. The Division shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to $0.

r. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE	**THE DIVISION**
_____ Chair of Governing Body or Chief Executive Officer	_____ Florida Department of State Division of Library and Information Services
_James Dubois, Mayor_____ Typed Name	_____ Typed Name
_____ Date	_____ Date
_____ Clerk or Chief Financial Officer	_____ Division Witness
_____ Typed Name and Title of Official	_____ Division Witness
_____ Date	

EXHIBIT "A"

Annual Plan of Service
FY 2013-14

Activities and events

- Continue annual ***Food for Fines*** drive during November and December in conjunction with community partners
- Expand Friends' Annual Book Sale by including participation of other community partners
- Continue promoting community participation by way of related public workshops
- Continue to aggressively pursue feedback through promotion of suggestion box, online surveys and public workshops.
- Continue public recognition of Library supporters.

Collection Development

- Continue creating genre sections or *zones* to encourage more browsing of the collection.
- Continue to expand general collection by way of a variety of media.
- Continue updating the adult collection to serve both literacy and foreign language needs.

Programs

- Seek innovative methods of enhancing the children's reading and story time events as the needs of the community increase
- Continue to expand partnering with local schools for library and community programs
- Expand Friends-sponsored promotions throughout the community
- Improve *READ* poster program to community stakeholders promotion
- Continue expanding teen volunteer program with community partners
- Continue to provide both basic weekly basic computer classes and advanced seminars
- Expand partnerships for programs that promote literacy
- Create unique learning programs for youth and adults
- Explore innovative outreach opportunities for library programs to the public.

Services

- Continue weekly basic and periodic advanced computer instruction on specific applications
- Maintain current schedule of operation of 6 days
- Continue improving main interior of library and renovation of the adult areas.
- Relocate circulation desk to better serve users
- Complete refurbishing of adult areas by the close of 2014
- Continue exploring alternative automation solutions such as:
    - Cardless system
    - Additional digital media browsing kiosks
    - A *PCExpress Tech Center* area for instant computer tasks

LAKE PARK PUBLIC LIBRARY

STRATEGIC PLAN

Goals • Objectives:

2014 -2017

1. Respond to community needs.

Objective: Provide opportunities for community input.

- Actively promote surveys and suggestion box use.
- Promote membership in the Friends of the Library.
- Promote available openings on the Library Board.

2. Renew, revive, and update the library.

Objective: Address needs of the underserved.

- Focus on making youth areas more friendly and inviting to both children and parents.
- Create unique areas or zones within the library space by the close of 2014.
- Update aged shelving within the next 12 to 24 months.
- Complete renovation of General Areas by the close of 2015.

3. Strengthen current partnerships.

Objective: Provide new opportunities for community stakeholders.

- Create campaigns that include community and Town partners.
- Join with community partners to bring Town events into the Library.

4. Forge new partnerships.

Objective: Seek out new opportunities for unique partnerships.

- Seek out a strong partnership with local schools.
- Provide youth activities that compliment school curriculum.

5. Nurture Diversity.

Objective: Celebrate the community's unique diversity.

- Provide activities and materials that represent users' interests and origins.
- Actively participate in community diversity activities.
- Create activities that highlight and promote the community's diverse flavors.
- Partner with local and other agencies and organizations.
- Seek sponsorships by local businesses to support library activities and services.
- Foster cooperation and involvement by the local commercial businesses.

6. Improve continuously.

Objective: Constantly review our goals and critique our results.

- Create opportunities for close cooperation between Library staff and stakeholders such as Library Board, Commission and other community members.

7. Expand availability and participation.

Objective: Seek new methods by which to reach out to the community.

- Establish policies to continuously expand the number of community stakeholders.
- Intensify grant submissions within the next 12 months that focus on expanding library resources by both new and established technologies and provide materials in cutting edge media.

EXHIBIT "B"

8. Encourage creativity.

Objective: Create an atmosphere in tandem with the Town's artistic and historical character.

- Seek support of digital archiving and access of Town historical documents by end of 2016.
- Support local historical society by proposing to serve as a digital repository.
- Continue to expand current youth Summer Programs that incorporate unique creative tools that inspire reading and make researching knowledge fun and exciting.
- Provide programs in conjunction with Town Art Studio to promote the Arts and provide opportunities for the community to experience the connection between the two.

9. Foster innovation.

Objective: Invite creative innovation in a fun-filled atmosphere.

- Train staff in positive communication.
- Inspire staff with the Mission and Motto of the Library.
- Provide opportunities for staff to regularly brainstorm new and unique solutions.
- Promote excellence in Customer Service.

10. Extend our vision into the future.

Objective: Establish a policy of seeking out and applying cutting-edge technology.

- Constantly pose the questions "*can it be done better?" and "what else can we do?"*
- Constantly keep abreast of new techniques and trends.
- Revisit goals and accomplishments on a regularly scheduled basis.
- Support staff professional development and promote learning new skills.

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2013-2014 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES

The Town of Lake Park

governing body for Lake Park Public Library

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2011 and ending September 30, 2012 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2011 and September 30, 2012.

$236,365

SIGNATURES:

Library Finance Manager	**Single Library Administrative Head**
Typed Name	**Typed Name**
Date	**Date**

TAB 10

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 10

Agenda Title: Resolution Authorizing the Mayor to Approve the Town Piggybacking the "Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement" Between the Solid Waste Authority and CrowderGulf Joint Venture, Inc.

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

Approved by Town Manager _____ **Date:** 9/20/13

_____
David Hunt / Public Works Director

Originating Department: Public Works	**Costs: N/A at this time.** Funding Source: Acct. # [ ] Finance _____	**Attachments: Letter of Engagement with CrowderGulf to piggyback the Solid Waste Authority Agreement No. 13-251** **Solid Waste Authority Agreement No. 13-251** **Resolution**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case** ____ **Please initial one.**

Summary Explanation/Background: CrowderGulf Joint Venture, Inc. (CrowderGulf) has been awarded a contract for Hurricane/Disaster Debris Removal, Reduction and Disposal Services by the Solid Waste Authority of Palm Beach County (SWA) for the term of three years commencing August 21, 2013 until August 20, 2016.

Article 39 (Agreements with other Government Entities) of the Agreement (No. 13-249) states:

"The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so. The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation."

In the event of a major hurricane or other type of disaster creating large quantities of debris that overwhelms the response capabilities of the Public Works Department, the Town will need to call upon the services of a contractor that specializes in large scale removal. The Federal Emergency Management Agency (FEMA) and the State of Florida will reimburse the Town for a portion of the expenses associated with the clean-up only if the rates used for payment are established by a competitive bid process. SWA has awarded contracts to qualified companies based upon their competitive bid submittals for services in the unincorporated areas of the county.

By virtue of the attached letter of engagement, CrowderGulf has agreed to extend the same rates and conditions of the SWA Agreement No. 13-251 to the Town of Lake Park.

This will be one of the two disaster debris removal agreements that the Town maintains. It is advisable to have a back-up contractor in place in the event that the contractor receiving the first call for service is not able to respond in a timely manner.

No fees are required to maintain this agreement. Funds shall only be disbursed upon receiving services.

Staff recommends approval.

Recommended Motion: I move the adoption of Resolution no. ___-10-13

RESOLUTION NO. 35-10-13

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT WITH THE SPECIALTY DISASTER MANAGEMENT COMPANY OF CROWDERGULF JOINT VENTURE, INC., TO ASSIST THE TOWN IN REMOVING DEBRIS IN THE EVENT OF A HURRICANE OR DISASTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town may require the services of a debris removal contractor to clear public property and public right-of-ways after a major hurricane or disaster and then haul the debris to an appropriate facility for disposal; and

WHEREAS, the Solid Waste Authority of Palm Beach County (SWA) previously issued a Request For Proposals (RFP) in accordance with the SWA's purchasing requirements, requesting proposals from qualified debris contractors in order to have in place standby agreements with a short list of companies to provide timely and effective cleanup after a storm event; and

WHEREAS, The SWA team Selection Committee thoroughly reviewed all proposals and selected five companies and listed them in order of the committee's ranking for a short list; and

WHEREAS, the SWA awarded contracts to all five companies with the condition that the contractors agree that the Agreement constitutes an offer to all State Agencies and Political

Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in the Agreement; and

WHEREAS, Town staff has recommended to the Town Commission of the Town of Lake Park, that it is in the best interest of the Town to "piggyback" off of the SWA Agreement No. 13-251, and to have in place a standby agreement with CrowderGulf Joint Venture, Inc.

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

Section 1. The foregoing recitals are true and correct findings of fact of the Town Commission of the Town of Lake Park, and are hereby incorporated herein by reference.

Section 2. CrowderGulf Joint Venture, Inc. is hereby approved by the Town Commission of the Town of Lake Park to provide hurricane / disaster debris removal, reduction, and disposal services on a standby basis to the Town, and the Mayor is hereby authorized to execute a letter of engagement between the Town and CrowderGulf Joint Venture, Inc. The Agreement shall be reviewed as to form and legal sufficiency by the Town Attorney.

Section 3. This Resolution shall take effect immediately upon adoption.

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

September 12, 2013

Mr. David Hunt
Director of Public Works
Town of Lake Park
650 Old Dixie Highway
Lake Park, FL 33403

Via email: publicworks@lakeparkflorida.gov

Re: Hurricane/Disaster Debris Removal, Reduction and Disposal Agreement

Dear Mr. Hunt:

Please allow this letter to serve as CrowderGulf's commitment to provide hurricane/disaster debris removal, reduction and disposal to the Town of Lake Park under the same terms and conditions of the Solid Waste Authority of Palm Beach County contract for hurricane/disaster debris removal, reduction and disposal per Article 39, agreement No. 13-251. The term of the SWA of Palm Beach County contract commenced on August 21, 2013 and will continue until August 20, 2016 unless otherwise terminated. The Authority shall have the option of extending the agreement until April 20, 2020 at the same terms and conditions with approval from the Authority's Governing Board.

The Town of Lake Park will receive the same level of support and pricing as stated in the SWA of Palm Beach County contract. The Town's agreement will be administrated independently of SWA of Palm Beach County and all issues will be handled direct with CrowderGulf. Please acknowledge the acceptance of this agreement by signing and returning a copy of this letter for our files.

Thank you for this opportunity and we look forward to working with the Town of Lake Park in the future if our services are needed. If you have any questions, or if we can be of any further assistance, please do not hesitate to contact me or Ashley Ramsay at the CrowderGulf Disaster Administration Office 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,

John Ramsay
President

APPROVED BY: Town of Lake Park, FL

Signature: _____

Name/Title: _____

Date: _____

AGREEMENT

FOR

HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL

BETWEEN

THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

CROWDERGULF JOINT VENTURE, INC.

AGREEMENT NO. 13-251

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HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL

AGREEMENT NO. 13-251

THIS AGREEMENT, between the **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **CrowderGulf Joint Venture, Inc.** (hereinafter referred to as CONTRACTOR), a Florida Corporation, whose Federal Employer Identification Number is 01-0626019.

WHEREAS, AUTHORITY requires the removal, reduction, and disposal of hurricane/disaster debris; and,

WHEREAS, CONTRACTOR represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The term of this Agreement shall commence on **August 21, 2013** and shall continue until **August 20, 2016** unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement until **April 20, 2020** at the same terms and conditions with approval from the AUTHORITY's Governing Board. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties. The continuance of this Agreement may be contingent upon a review of the fiscal (bankruptcy, etc), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the CONTRACTOR and a determination by the AUTHORITY, based on this review, of whether or not the CONTRACTOR continues to be a viable firm to provide the services described in this Contract.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Statement of Work, Exhibit A, as may be specifically authorized by the AUTHORITY. Such authorization will be referred to as Task Order, Exhibit F. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The AUTHORITY, by virtue of this Agreement, gives the CONTRACTOR no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

ARTICLE 3 - COMPENSATION

3.1 - GENERAL

AUTHORITY shall pay CONTRACTOR in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the Fee Schedule cannot readily be applied.

The AUTHORITY reserves the right to renegotiate Fee schedule, Exhibit B in the event there is a need for more than one CONTRACTOR to be mobilized.

CONTRACTOR shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.

Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.

Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable, c/o Michelle Napier

In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

The AUTHORITY will retain 5% of the payment under each Task Order until such time as the entire project is completed to the AUTHORITY'S satisfaction and all sub-contractors and any material suppliers verify that they have been paid.

ARTICLE 4 - INSURANCE

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2. **Automobile Liability** Insurance with bodily injury limits of not less than $5,000,000 for each person and not less than $5,000,000 for each accident and with property damage limits of not less than $5,000,000 for each accident.

3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 aggregate.

4. **Excess Liability** Insurance with limits of not less than $10,000,000 for each occurrence and annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONTRACTOR shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY.

CONTRACTOR shall include AUTHORITY as an **additional insured** on the General Liability, Excess Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as **additional insured** on their General Liability insurance policies.

In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.

The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR 'S sole direction, supervision, and control. The

CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.

If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR that is available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.

If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.

Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming

party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 – PUBLIC RECORDS

The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) for records related to this Agreement.

ARTICLE 18 - NON-DISCRIMINATION

CONTRACTOR assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for it's use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - ACCESS AND AUDITS

CONTRACTOR shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by FEMA'S 322 Public Assistance Guide, page 114, as amended, incorporated in this Agreement as Exhibit G. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONTRACTOR'S place of business.

ARTICLE 28 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director
Office No.: 561-640-4000 Fax. No.: 561-640-3400

As To CONTRACTOR

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, Alabama 36582
Attention: John Ramsay, President
Office No.: 800-992-6207 Fax. No: 251-459-7433

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 29 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Mark Eyeington, Chief Operations Officer**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 30 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

John Ramsay, President
Office No.: 800-992-6207 E-Mail: jramsay@crowdergulf.com

ARTICLE 31 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the Authority.

ARTICLE 32 - ESCALATION CLAUSE

The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the Fee Schedule, Exhibit B may be adjusted based on the following formula of indices:

Fifty (50) percent of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the May immediately preceding the date for which the priee index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT1, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

Fifty (50) percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.

In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the AUTHORITY.

ARTICLE 33 - ORDER OF AGREEMENT ACTIVATION/LOCATION ASSIGNMENT

The CONTRACTORS have entered into contingent Agreements with the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal. The Agreements awarded will be activated on an as needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of the Selection Committee ranking, as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant sueh action.

ARTICLE 34 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and AUTHORITY. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

ARTICLE 35 - BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of $500,000. The CONTRACTOR'S Proposal Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a $2,000,000 Bond, a Category II would require a $4,000,000 Bond, a Category III would require a $6,000,000 Bond, a Category IV would require an $8,000,000 Bond, and a Category V would require a $10,000,000 Bond. The Bond required would be a Performance and Payment Bond, Exhibit K. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. The Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

ARTICLE 36 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONTRACTOR'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit E. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 37 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONTRACTOR hereby certifies that CONTRACTOR and CONTRACTOR'S affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not be placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this CONTRACTOR may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.A. 287.135.

ARTICLE 38 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 39 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from resolicitation.

ARTICLE 40 - FLORIDA HIGHWAY ADMINISTRATION (FHWA) FORM 1273

This Agreement incorporates all of the provisions set forth in the document commonly known as FHWA Form 1273, Exhibit I, which is attached hereto and incorporated by reference as part of this Agreement. The term "contractor," as used in Exhibit I, shall apply to and mean the CONTRACTOR, who may also be referred to in Exhibit I as the "prime contractor", "bidder", "proposer", "prospective primary participant", "prospective participant", "participant" or the like. The CONTRACTOR will perform the duties and obligations of the other contracting party regardless of the description or label used in FHWA Form 1273, Exhibit I.

The CONTRACTOR shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Agreement. The provisions of the Davis-Bacon Act do not apply to debris removal work unless such work is done in conjunction with a construction project or "linked" to a particular Federal highway. Wage rate tables may be found at www.dot.state.fl.us/construction. Said wage rate tables are incorporated into and made a part of this Agreement by reference.

ARTICLE 41 - BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), and FHWA's implementing regulations at 23 CFR 635.410, as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit J, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA, to the extent applicable.

ARTICLE 42 - DISADVANTAGED BUSINESS ENTERPRISES

This provision shall supplement Article 36 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.

The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR'S receipt of payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its

subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.

The CONTRACTOR shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONTRACTOR shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.dot.state.fl.us/equalopportunityoffice. Audits may be conducted to review payments to DBE subcontractors. The CONTRACTOR will fully cooperate with the AUTHORITY, FDOT, FHWA or FEMA regarding the monitoring of subcontractors and payments made thereto.

ARTICLE 43 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The CONTRACTOR acknowledges and affirms that by signing and submitting its bid or proposal, the CONTRACTOR made the certification described in Section X of the attached FHWA Form 1273, Exhibit I. CONTRACTOR'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 44 - ACCESS TO RECORDS AND THEIR RETENTION

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved. The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Agreement, available to the Authority and any other funding entity (*e.g.*, FDOT, FHWA, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONTRACTOR'S place of business or if CONTRACTOR'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONTRACTOR shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONTRACTOR.

ARTICLE 45 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FHWA, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR'S performance of the Agreement.

ARTICLE 46 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONTRACTOR shall cooperate with the AUTHORITY, FDOT, FHWA and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 47 - AMERICANS WITH DISABILITIES ACT

The CONTRACTOR does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, et seq.), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FHWA, FEMA and other Federal-aid agencies.

ARTICLE 48 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et. seq.* and 3601 *et.seq.*), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FHWA, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 49 - CONVICT LABOR PROHIBITION

The CONTRACTOR does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

ARTICLE 50 - CERTIFICATION REGARDING LOBBYING ACTIVITIES

A bidder or proposer for an award of certain Federal-aid contracts in the amount of $100,000 or more, must file the certification required by 49 CFR Part 20. The CONTRACTOR confirms that by signing and submitting a bid or proposal for the work covered by this Agreement, it made the certification described in Section XI of the attached FHWA Form 1273, Exhibit I.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County, and CrowderGulf Joint Venture, Inc. has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____

2. _____

By: _____
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: _____
General Counsel to the Authority

CROWDERGULF JOINT VENTURE, INC.:

Attest:

_____
Corporate Secretary

By: _____
(Corporate Seal)

Witness:

1. _____
Wesley Naile

2. _____
Mary Challeil Turner

Name: John Ramsay

Title: President

EXHIBIT A

STATEMENT OF WORK

1. Project Description and Requirements

The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.

The CONTRACTOR submits he/she is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).

The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this Agreement are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

The AUTHORITY requires that the Proposal Bond of CONTRACTOR be in effect for the entire term of the Agreement until a debris generating event occurs and the CONTRACTOR is called to active duty. At the start of any and all active duty periods the Proposal Bond will be returned to the CONTRACTOR in exchange for the Performance and Payment Bond which will need to be in effect for the duration of the active duty period. Under no circumstances shall the CONTRACTOR start work until he/she has supplied an acceptable Performance and Payment Bond. Refer to the Agreement, Article 35 - Bonds for additional bonding requirements.

2. Background

2.1 Introduction

The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.

The AUTHORITY will execute multiple Agreements to carry out the debris removal and disposal work for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the

AUTHORITY in the aftermath of a major disaster throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

The Agreement will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.

The CONTRACTOR will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.

2.2 Planning Standard for Debris Removal and Disposal

The AUTHORITY'S goal is to complete the debris removal and disposal process in 120 days. This assumes that the entire area of the county will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the county simultaneously immediately after a storm.

2.3 Debris Management

Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY'S Emergency Management Coordinator will direct the debris removal and disposal operations.

Each CONTRACTOR will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR will make every effort to use fully qualified and properly equipped local firms, including Small Business Enterprises (SBE), to the maximum extent practicable.

When a major disaster occurs or is imminent, the AUTHORITY will contact the CONTRACTOR to advise them of the AUTHORITY'S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY'S Debris Management Plan located on AUTHORITY'S website at www.swa.org/site/hurricane/plans_and_documents. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.

When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and

mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane/disaster.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.

The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate Temporary Debris Sites. The CONTRACTOR is responsible for all activity at Temporary Debris Sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Exhibit C. Additional sites (privately owned mostly) may become available as plans develop.

The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.

Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.

The following items are considered HHW for the purpose of this Agreement:

1. Used Oil
2. Batteries
3. Paint
4. Aerosol spray cans
5. Pesticides
6. Antifreeze
7. Fluorescent light bulbs
8. Propane tanks (household size)

The CONTRACTOR will setup a lined containment area and separate any HHW <u>inadvertently</u> delivered to a Temporary Debris Site.

Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.

Putrescible residential garbage will be collected by AUTHORITY franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

3. Scope of Work/Overview

This section is divided into three (3) subsections:

3.1 **Debris Removal and Disposal Operations** from residential public and private streets, roads and right-of-ways and delivered to a Temporary Debris Site.

3.2 **Temporary Debris Site Operations** which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator.

3.3. **Processing, Loading and Hauling Material** from Temporary Debris Site to final destination.

Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Agreement will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTARCTOR(s) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR'S default or underperformance by any means it deems in its best interest.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.

The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.

The quantity of work required to complete the Agreement is estimated. The actual effort required may be more or less than the estimated amount reflected in the RFP No. 13-240/MRK. Payment will be made in accordance with the Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of the Agreement. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.

The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.

The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

3.1 Debris Removal and Disposal Operations

3.1.1 General

The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County. The AUTHORITY intends to designate zones for collection of disposal debris. CONTRACTORS will be tasked with a service area(s) for this specific work.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

3.1.2 Services

The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.

All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.

The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (AUTHORITY'S natural disaster cleanup records show that ten (10) days' following disaster, 95,000-126,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for debris collection services.

3.1.2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

It is the AUTHORITY'S goal to ensure that Vegetation and Construction/Demolition debris remain separate task orders for the collection of Vegetation and Construction loads. Mixing of loads by the CONTRACTOR at the road right-of-way will not be tolerated.

Work may include:

1. First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
2. Clearing debris from residential private and public road right-of-ways.
3. Loading the debris.
4. Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
5. Dumping the debris at the Temporary Debris Site or at an authorized landfill.

Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the price per cubic yard according to the Fee Schedule, Exhibit B.

3.1.2.2 Hourly Rate Clearing

From 0-70 hours following a disaster CONTRACTOR, as designated by the AUTHORITY, shall provide the clearing services on an hourly rate that shall include the following:

1. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
2. Perform emergency removal of debris if needed for life-saving measures.
3. Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
4. Develop a traffic control plan along potential haul routes and at debris management and disposal sites.

The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the AUTHORITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA, FHWA Form 1273, attached hereto as Exhibit I, and the AUTHORITY.

The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.

In the event the CONTRACTOR fails to repair damages as a result of the CONTRACTOR'S equipment failure or negligence within the time provided within this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

3.1.3 Equipment

All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris

during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:

1. Fencing must be permanently attached to one side of the truck bed.
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
3. Fencing must extend to the bottom of the bed.
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
5. Solid iron metal bars must be secured to both sides of the fencing.
6. There shall be no hand loaded equipment allowed.

The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the AUTHORITY Inspector.

Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

3.1.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any AUTHORITY approved Temporary Debris Site which may result in non-payment to CONTRACTOR.

3.1.5 Equipment Signage

Prior to commencing operations, the AUTHORITY or designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number.

One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each operator shall keep AUTHORITY certification with them at all times. Placards must remain on both sides of equipment.

3.1.6 Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY Debris Management Center to serve as the principal liaison between the AUTHORITY Emergency Management Coordinator or designee and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

3.2 Temporary Debris Site Operations

3.2.1 General

The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.

The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.

The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris

type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.

The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of Temporary Debris Site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

3.2.2 Temporary Debris Site Services

3.2.2.1 Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. Site set-up preparation and closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. .

3.2.2.2 Temporary Debris Site Operations and Material Processing

Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Fee Schedule, Exhibit B. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by Task Order. Unit prices provided in the Fee Schedule, Exhibit B, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the debris site. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of $10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator.

The AUTHORITY plans to use two types of Temporary Debris Sites.

1. Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The AUTHORITY expects the material to be recycled and or beneficially re-used if processed by grinding.
2. Depending upon the size and type of devastation the AUTHORITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The AUTHORITY requests that CONTRACTOR implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.

Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Fee Schedule, Exhibit B. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Fee Schedule, Exhibit B.

Locations of all Temporary Debris Sites will be provided by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Fee Schedule, Exhibit B, that might have been negotiated under a Task Order shall be documented for payment.

Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Publicly Owned Debris Management Site, Exhibit D will be deposited in manageable piles.

3.2.3 Reporting

The CONTRACTOR shall submit a report to the AUTHORITY Emergency Management Coordinator or designee by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, *if appropriate*
4. Daily and cumulative hours for personnel, by position, *if appropriate*
5. Volumes of debris handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

3.2.4 Other Considerations

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of $25,000 per day for every day the site has to remain closed.

3.2.5 Debris Clearance (for access) from Right-of-Ways and Public Property

The AUTHORITY provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the <u>middle</u> of the road, etc.) of debris from right-of-ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual Agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
This debris clearance is to be considered supplemental and optional service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Fee Schedule, Exhibit B.

3.3 Processing, Loading and Hauling Material

CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the AUTHORITY. The AUTHORITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the AUTHORITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.

CONTRACTOR will provide detailed listing to the AUTHORITY of the following:

1. Quantity (loads and cubic yards)
2. Owner information
3. Site where mulch and construction/demolition debris is disposed, to include address/GPS location.

4. Miscellaneous Requirements

4.1 Temporary Debris Site Foreman

The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.

The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

4.2 Temporary Debris Site Night Foreman

The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the AUTHORITY.

The Temporary Debris Site night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

4.3 Temporary Debris Site Management Plan

Once the Temporary Debris Site is identified by the AUTHORITY, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

1. Access to site
2. Site preparation - clearing, erosion control, and grading
3. Traffic control procedures
4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures

8. Location of existing structures or sensitive areas requiring protection

4.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

4.5 Grinding Operation

The CONTRACTOR shall have grinders on site and in operation within 72 hours of natural disaster. Failure to provide grinder(s) on site in operation within 72 hours shall result in liquidated damages of $10,000 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a $2,000 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

4.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

5. Performance of Contractor

It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to open pre-storm identified sites within three (3) calendar days after being tasked by the AUTHORITY shall result in liquidated damages of $10,000 per day for each day not opened.
2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures shall result in liquidated damages of $25,000 per day, for each day site must remain closed.

Failure to provide back-up grinders within 24 hours of equipment breakdown shall result in liquidated damages of $2,000 fine per hour per approved grinding hours of operation per day.

CONTRACTOR may also be subject to non-payment and liquidated damages of $200 for each of the following infractions:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
2. Loads not properly tarped or otherwise covered.

3. Mixing debris hauled from other sources with debris hauled under this Agreement.
4. Mixing vegetation debris with C & D material.

CONTRACTOR may be immediately terminated and not paid for the following:

1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
5. Alteration of placards placed on certified trucks and/or trailers.

Any disputes regarding Performance of Contractor will be presented to the Emergency Management Coordinator or designee for review. The Emergency Management Coordinator or designee shall complete review and make determination within three (3) calendar days. Decisions of the Emergency Management Coordinator or designee shall be final.

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FEE SCHEDULE

PART A – VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENSION
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	2,500,000	CY	$7.90	$19,750,000.00
B. Construction Debris / Mixed Debris	500,000	CY	$8.75	$4,375,000.00
2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.	3,000,000	CY	$1.20	$3,600,000.00
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	$2.70	$6,750,000.00
4.0 Loading, hauling and disposing wood chips to final destination. *(This rate includes disposal cost)*	1,000,000	CY	$6.50	$6,500,000.00
5.0 Volume reduction through air curtain incineration.	2,500,000	CY	$2.00	$5,000,000.00
6.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&D recycling facility or any other designated Disposal Facility. *(This rate shall not include disposal cost)*				
A. 0 ≤ 20 miles	500,000	CY	$3.50	
B. >20 ≤ 50 miles	500,000	CY	$5.00	
C. >50 ≤ 80 miles	500,000	CY	$7.00	
D. >80 ≤ 110 miles	500,000	CY	$9.00	
E. >110 ≤ 200 miles	500,000	CY	$10.00	
			AVERAGE: (Item 6.0 A-E)	$6.90
			AVERAGE (Item 6.0 A-E) x 500,000 CY =	$3,450,000.00
			TOTAL PRICE: (Items 1.0 - 6.0)	$49,425,000.00

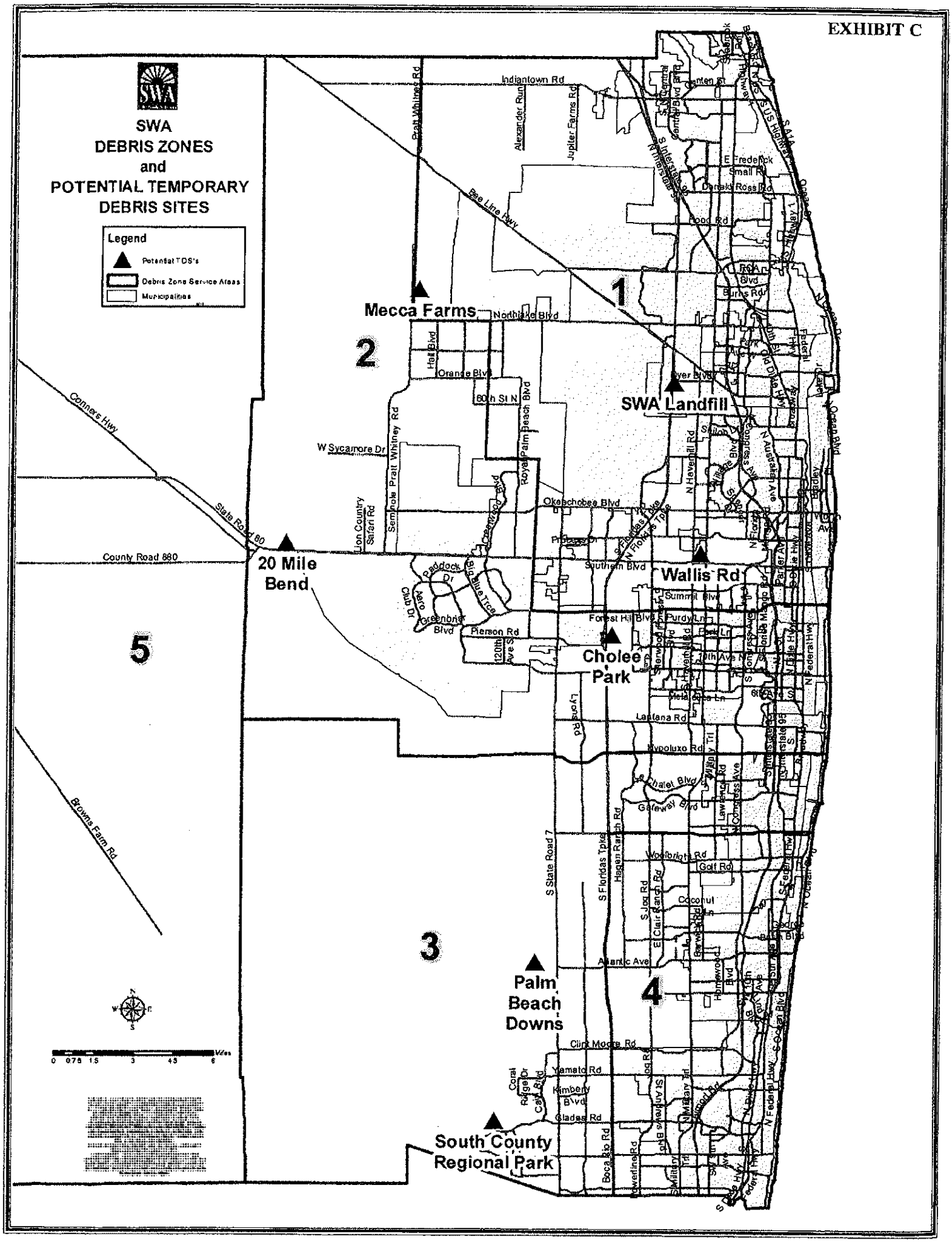
Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.

PART B – HOURLY RATES

Debris Management Site Set-up and Closure and Debris Clearance for Access - optional use by County and other Governmental Entities			
Equipment and Labor Rates			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Bobcat Loader	$42.00	$22.00	$64.00
Crew Foreman w/ Cell Phone and Pickup	$13.00	$39.00	$52.00
Dozer, Tracked, D5 or similar	$52.00	$22.00	$74.00
Dozer, Tracked, D6 or similar	$90.00	$22.00	$112.00
Dozer, Tracked, D7 or similar	$110.00	$22.00	$132.00
Dozer, Tracked, D8 or similar	$120.00	$22.00	$142.00
Dump Truck, 18 CY-20 CY	$42.00	$22.00	$64.00
Dump Truck, 21CY-30 CY	$52.00	$22.00	$74.00
Generator and Lighting	$14.00	$0.00	$14.00
Grader w/ 12' Blade	$82.00	$22.00	$104.00
Hydraulic Excavator, 1.5 CY	$75.00	$22.00	$97.00
Hydraulic Excavator, 2.5 CY	$100.00	$22.00	$122.00
Knuckleboom Loader	$82.00	$22.00	$104.00
Laborer w/ Chain Saw	$6.00	$30.00	$36.00
Laborer w/ small tools, traffic control, flag person	$2.00	$30.00	$32.00
Lowboy Trailer w/ Tractor	$72.00	$22.00	$94.00
Operations Manager w/ Cell Phone and Pickup	$13.00	$45.00	$58.00
Pickup Truck, .5 Ton	$12.00	$22.00	$34.00
Soil Compactor 81 HP+	$60.00	$22.00	$82.00
Soil Compactor to 80 HP	$45.00	$22.00	$67.00
Soil Compactor, Towed Unit	$22.00	$22.00	$44.00
Truck, Flatbed	$22.00	$22.00	$44.00
Tub Grinder, 800 to 1,000 HP	$482.00	$22.00	$504.00
Water Truck	$65.00	$22.00	$87.00
Wheel Loader, 2.5 CY, 950 or similar	$102.00	$22.00	$124.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	$120.00	$22.00	$142.00
Wheel Loader, 4.5 CY, 980 or similar	$130.00	$22.00	$152.00
Wheel Loader-Backhoe, 1.0-1.5 CY	$47.00	$22.00	$69.00

EXHIBIT C


SWA
DEBRIS ZONES
and
POTENTIAL TEMPORARY
DEBRIS SITES
Legend
Potential TDS's
Debris Zone Service Areas
Municipalities
1
2
3
4
5
Mecca Farms
SWA Landfill
20 Mile Bend
Wallis Rd
Cholee Park
Palm Beach Downs
South County Regional Park
Indiantown Rd
Pratt Whitney Rd
Alexander Run
Jupiter Farms Rd
Bee Line Pwy
Northlake Blvd
Orange Blvd
60th St N
Royal Palm Beach Blvd
W Sycamore Dr
Seminole Pratt Whitney Rd
Lion Country Safari Rd
Okeechobee Blvd
Southern Blvd
Forest Hill Blvd
Pierson Rd
120th Ave S
Lantana Rd
Hypoluxo Rd
Gateway Blvd
Woolbright Rd
Golf Rd
Coconut
Atlantic Ave
Clint Moore Rd
Yamato Rd
Kimberly Blvd
Glades Rd
Boca Rio Rd
S State Road 7
S Florida's Tpke
Hagen Ranch Rd
S Jog Rd
E Clair Ranch Rd
Conners Hwy
State Road 80
County Road 880
Browns Farm Rd
Paddock Dr
Big Blue Trace
Aero Club Dr
Greenbriar Blvd
Greenwood Blvd
Burns Rd
Donald Ross Rd
Good Rd
E Frederick Small Rd
Summit Blvd
Purdy Ln
Melaleuca Ln
Le Chalet Blvd
Lyons Rd
Miles

LOCATION OF PUBLICLY OWNED DEBRIS MANAGEMENT SITES

Solid Waste Authority Temporary Debris Disposal Sites

SITE	LOCATION
Mecca Farms	Approximately 1 mile north of Northlake Blvd on the east side of Seminole Pratt Whitney Rd
Dyer Closed Landfill	South of Beeline Hwy on the west side of Haverhill Road
20 Mile Bend/Palm Beach Aggregates *	North side of Southern Blvd approximately 4 miles west of Lion Country Safari
Hooker Highway *	South side of Hooker Highway approximately 1 mile west of the intersection of State Road 80 and 441
Wallis Road	Located on the north side of Wallis Road between Haverhill Road and Military Trail
Cholee Park	West of Jog Road on the south side of Forest Hill Blvd across from the entrance to Okeeheelee Park
Palm Beach Downs	Approximately ¾ mile west of 441 on West Atlantic Avenue
South County Regional Park	Take Glades Road west of 441 approximately 2 miles to Ponderosa Drive and turn north to the site

* Private Sites used in the past.

SMALL BUSINESS ENTERPRISE (SBE) PLAN

CONTRACTOR will retain the services of a certified SBE sub-contractor(s) to provide debris removal and disposal services following activation by the AUTHORITY.

CONTRACTOR will make every effort to meet at least 15% Small Business Enterprise (SBE) participation.

EXHIBIT F

SOLID WASTE AUTHORITY

OF PALM BEACH COUNTY
7501 North Jog Road
West Palm Beach, Florida 33412
Telephone: 561-640-4000 • Fax: 561-640-3400

TASK ORDER
DISASTER DEBRIS MANAGEMENT

TO_____
Task Order No.

In accordance with _____(Contractor) contract, with the Solid Waste Authority of PBC, Florida, (AUTHORITY) Agreement No. _____ for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the AUTHORITY hereby requests and authorizes the services to be performed on the project as described below:

Project: _____

Specific Work to be performed: _____

Duration of Work (Include Start Date, End Date and Total Calendar Days): _____

Method of Payment: _____

Estimated Cost of this Task Order: $ _____

Contractor Signature: _____ Date: _____

AUTHORITY Signature: _____ Date: _____

SWA Use Only					
SWA Requestor/Monitor:				Date:	
SWA Dept. Director:				Date:	
Vendor No.:		Account No.:		Project:	
Purchasing:		Budget:		Accounting:	

White/SWA Contract File Green/Purchasing Yellow/Debris Contractor Pink/Debris Consultant Gold/Finance File

FEMA 322
PUBLIC ASSISTANCE GUIDE

CHAPTER 5

PROJECT MANAGEMENT

Project management begins when a disaster occurs and does not end until an applicant has received final payment for the project. Good project management ensures successful recovery from the disaster, expedited payment of funds, and more efficient close-outs of PA Program grants.

Record Keeping

It is critical that the applicant establish and maintain accurate records of events and expenditures related to disaster recovery work. The information required for documentation describes the "who, what, when, where, why, and how much" for each item of disaster recovery work. The applicant should have a financial and record keeping system in place that can be used to track these elements. The importance of maintaining a complete and accurate set of records for each project cannot be over-emphasized. Good documentation facilitates the project formulation, validation, approval, and funding processes.

All of the documentation pertaining to a project should be filed with the corresponding *PW* and maintained by the applicant as the permanent record of the project. These records become the basis for verification of the accuracy of project cost estimates during validation of small projects, reconciliation of costs for large projects, and audits.

Applicants should begin the record keeping process before a disaster is declared by the President. To ensure that work performed both before and after a disaster declaration is well documented, potential applicants should:

- designate a person to coordinate the compilation and filing of records;
- establish a file for each site where work has been or will be performed; and
- maintain accurate disbursement and accounting records to document the work performed and the costs incurred.

The Federal Office of Management and Budget requires grant recipients to maintain financial and program records on file for three years following final payment. Records of grant recipients may be subject to the provisions of the Single Audit Act, as described on page 117 of this guide. Applicants may refer to the Applicant Handbook, FEMA 323, for additional information regarding record-keeping.

MOBILIZATION SCHEDULE

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours		100%	70%	60%
Within 7 days			90%	80%
Within 10 days			100%	90%
Within 14 days				100%

Revised May 1, 2012

FHWA-1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to

take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve

such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives,

and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or

without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to

certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreemant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (*e.g.*, concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. The Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the Authority prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, Contractor shall furnish invoices to document the costs of such material, and obtain the Authority's written approval prior to incorporating the material into the project.

EXHIBIT K

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____ as Principal and _____ a Corporation, as Surety, are bound to the Solid Waste Authority of Palm Beach County, hereinafter referred to as "Authority", in the sum of _____ **Dollars (up to $10,000,000),** for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, 20_____ between Principal and Authority for Proposal of Hurricane/Disaster Debris Removal, Reduction and Disposal, **Agreement No. 13-251,** the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;

3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;

4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;

5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to $10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

then this bond is void; otherwise it remains in full force.

Surety shall be responsible for any and all liquidated damages imposed by the Authority for the referenced Agreement.

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Signed and sealed this ____ day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

WITNESS:

1. _____

2. _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

SURETY: _____

By: _____
Signature

WITNESS:

1. _____

2. _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

NOTE: Date of Bond must not be prior to date of Agreement. If CONTRACTOR is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.

TAB 11

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 11

Agenda Title: Resolution Authorizing the Mayor to Approve the Town Piggybacking the "Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement" Between the Solid Waste Authority and Phillips and Jordan, Inc.

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

Approved by Town Manager _____ **Date:** 9/20/13

_____
David Hunt / Public Works Director

Originating Department: Public Works	**Costs: N/A at this time.** Funding Source: Acct. # [ ] Finance _____	**Attachments: Letter of Engagement with Phillips and Jordan, Inc. to piggyback the Solid Waste Authority Agreement No. 13-249** **Solid Waste Authority Agreement No. 13-249** **Resolution**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case** **Please initial one.**

Summary Explanation/Background: Phillips and Jordan, Inc. has been awarded a contract for Hurricane/Disaster Debris Removal, Reduction and Disposal Services by the Solid Waste Authority of Palm Beach County (SWA) for the term of three years commencing August 21, 2013 until August 20, 2016.

Article 39 (Agreements with other Government Entities) of the Agreement (No. 13-249) states:

"The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Sub-divisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so. The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation."

In the event of a major hurricane or other type of disaster creating large quantities of debris that overwhelms the response capabilities of the Public Works Department, the Town will need to call upon the services of a contractor that specializes in large scale removal. The Federal Emergency Management Agency (FEMA) and the State of Florida will reimburse the Town for a portion of the expenses associated with the clean-up only if the rates used for payment are established by a competitive bid process. SWA has awarded contracts to qualified companies based upon their competitive bid submittals for services in the unincorporated areas of the county.

By virtue of the attached letter of engagement, Phillips and Jordan, Inc. has agreed to extend the same rates and conditions of the SWA Agreement No. 13-249 to the Town of Lake Park.

This will be one of the two disaster debris removal agreements that the Town maintains. It is advisable to have a back-up contractor in place in the event that the contractor receiving the first call for service is not able to respond in a timely manner.

No fees are required to maintain this agreement. Funds shall only be disbursed upon receiving services.

Staff recommends approval.

Recommended Motion: I move the adoption of Resolution no. ___-10-13

RESOLUTION NO. 36-10-13

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT WITH THE EMERGENCY RESPONSE AND GENERAL CONTRACTING FIRM OF PHILLIPS AND JORDAN, INC., TO ASSIST THE TOWN IN REMOVING DEBRIS IN THE EVENT OF A HURRICANE OR DISASTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town may require the services of a debris removal contractor to clear public property and public right-of-ways after a major hurricane or disaster and then haul the debris to an appropriate facility for disposal; and

WHEREAS, the Solid Waste Authority of Palm Beach County (SWA) previously issued a Request For Proposals (RFP) in accordance with the SWA's purchasing requirements, requesting proposals from qualified debris contractors in order to have in place standby agreements with a short list of companies to provide timely and effective cleanup after a storm event; and

WHEREAS, The SWA team Selection Committee thoroughly reviewed all proposals and selected five companies and listed them in order of the committee's ranking for a short list; and

WHEREAS, the SWA awarded contracts to all five companies with the condition that the contractors agree that the Agreement constitutes an offer to all State Agencies and Political

Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in the Agreement; and

WHEREAS, Town staff has recommended to the Town Commission of the Town of Lake Park, that it is in the best interest of the Town to "piggyback" off of the SWA Agreement No. 13-249, and to have in place a standby agreement with Phillips and Jordan, Inc.

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

Section 1. The foregoing recitals are true and correct findings of fact of the Town Commission of the Town of Lake Park, and are hereby incorporated herein by reference.

Section 2. Phillips and Jordan, Inc. is hereby approved by the Town Commission of the Town of Lake Park to provide hurricane / disaster debris removal, reduction, and disposal services on a standby basis to the Town, and the Mayor is hereby authorized to execute a letter of engagement between the Town and Phillips and Jordan, Inc.. The Agreement shall be reviewed as to form and legal sufficiency by the Town Attorney.

Section 3. This Resolution shall take effect immediately upon adoption.

8/30/2013

Town of Lake Park
650 Old Dixie Hwy
Lake Park, FL 33403

RE: Mutual Aid Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal Services Agreement No. 13-249 between the Solid Waste Authority of Palm Beach County and Phillips and Jordan, Inc.

Phillips and Jordan, Inc. (P&J) has been awarded a contract for Hurricane/Disaster Debris Removal, Reduction and Disposal Services from The Solid Waste Authority of Palm Beach County for the term of 3 years commencing August 21, 2013 until August 20, 2016.

Article 39 (Agreements with other Government Entities) of the agreement (No. 13-249) states:

> The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.
>
> The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

I would like to extend an offer to the Town of Lake Park, Florida to enter into an exclusive agreement with P&J as allowed under the aforementioned Article 39 of said contract. This offer is made at the same terms and conditions stated in the referenced agreement.

Please return one fully executed original letter upon acceptance.

Sincerely,

PHILLIPS AND JORDAN, INC.	**ACCEPTED: TOWN OF LAKE PARK**
_____	_____
Signature	Signature
Dudley Orr / Vice President	_____
Printed Name / Title	Printed Name / Title
_____	_____
Date	Date

AGREEMENT

FOR

HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL

BETWEEN

THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

PHILLIPS AND JORDAN, INC.

AGREEMENT NO. 13-249

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HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL

AGREEMENT NO. 13-249

THIS AGREEMENT, between the **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **Phillips and Jordan, Inc.** (hereinafter referred to as CONTRACTOR), a North Carolina Corporation, whose Federal Employer Identification Number is 56-0694573.

WHEREAS, AUTHORITY requires the removal, reduction, and disposal of hurricane/disaster debris; and,

WHEREAS, CONTRACTOR represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The term of this Agreement shall commence on **August 21, 2013** and shall continue until **August 20, 2016** unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement until **April 20, 2020** at the same terms and conditions with approval from the AUTHORITY's Governing Board. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties. The continuance of this Agreement may be contingent upon a review of the fiscal (bankruptcy, etc), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the CONTRACTOR and a determination by the AUTHORITY, based on this review, of whether or not the CONTRACTOR continues to be a viable firm to provide the services described in this Contract.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Statement of Work, Exhibit A, as may be specifically authorized by the AUTHORITY. Such authorization will be referred to as Task Order, Exhibit F. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The AUTHORITY, by virtue of this Agreement, gives the CONTRACTOR no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

ARTICLE 3 - COMPENSATION

3.1 - GENERAL

AUTHORITY shall pay CONTRACTOR in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the Fee Schedule cannot readily be applied.

The AUTHORITY reserves the right to renegotiate Fee schedule, Exhibit B in the event there is a need for more than one CONTRACTOR to be mobilized.

CONTRACTOR shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.

Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.

Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable, c/o Michelle Napier

In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

The AUTHORITY will retain 5% of the payment under each Task Order until such time as the entire project is completed to the AUTHORITY'S satisfaction and all sub-contractors and any material suppliers verify that they have been paid.

ARTICLE 4 - INSURANCE

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2. **Automobile Liability** Insurance with bodily injury limits of not less than $5,000,000 for each person and not less than $5,000,000 for each accident and with property damage limits of not less than $5,000,000 for each accident.

3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 aggregate.

4. **Excess Liability** Insurance with limits of not less than $10,000,000 for each occurrence and annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONTRACTOR shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY.

CONTRACTOR shall include AUTHORITY as an **additional insured** on the General Liability, Excess Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as **additional insured** on their General Liability insurance policies.

In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.

The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR 'S sole direction, supervision, and control. The

CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.

If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR that is available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.

If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.

Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming

party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 – PUBLIC RECORDS

The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) for records related to this Agreement.

ARTICLE 18 - NON-DISCRIMINATION

CONTRACTOR assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for it's use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - ACCESS AND AUDITS

CONTRACTOR shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by FEMA'S 322 Public Assistance Guide, page 114, as amended, incorporated in this Agreement as Exhibit G. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONTRACTOR'S place of business.

ARTICLE 28 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director
Office No.: 561-640-4000 Fax. No.: 561-640-3400

As To CONTRACTOR

Phillips & Jordan, Inc.
6621 Wilbanks Road
Knoxville, Tennessee 37912
Attention: Dudley Orr, Vice President
Office No.: 828-479-3371 Fax. No: 828-479-3010

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 29 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Mark Eyeington, Chief Operations Officer**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 30 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Dudley Orr, Vice President
8940 Gall Blvd., Zephyrhills, Florida 33541
Office No.: 828-479-3371 E-Mail: dorr@pandj.com

ARTICLE 31 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the Authority.

ARTICLE 32 - ESCALATION CLAUSE

The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the Fee Schedule, Exhibit B may be adjusted based on the following formula of indices:

Fifty (50) percent of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the May immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT1, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

Fifty (50) percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.

In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the AUTHORITY.

ARTICLE 33 - ORDER OF AGREEMENT ACTIVATION/LOCATION ASSIGNMENT

The CONTRACTORS have entered into contingent Agreements with the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal. The Agreements awarded will be activated on an as needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of the Selection Committee ranking, as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

ARTICLE 34 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and AUTHORITY. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

ARTICLE 35 - BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of $500,000. The CONTRACTOR'S Proposal Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a $2,000,000 Bond, a Category II would require a $4,000,000 Bond, a Category III would require a $6,000,000 Bond, a Category IV would require an $8,000,000 Bond, and a Category V would require a $10,000,000 Bond. The Bond required would be a Performance and Payment Bond, Exhibit K. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. The Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

ARTICLE 36 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONTRACTOR'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit E. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 37 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONTRACTOR hereby certifies that CONTRACTOR and CONTRACTOR'S affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not be placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this CONTRACTOR may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.A. 287.135.

ARTICLE 38 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 39 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from resolicitation.

ARTICLE 40 - FLORIDA HIGHWAY ADMINISTRATION (FHWA) FORM 1273

This Agreement incorporates all of the provisions set forth in the document commonly known as FHWA Form 1273, Exhibit I, which is attached hereto and incorporated by reference as part of this Agreement. The term "contractor," as used in Exhibit I, shall apply to and mean the CONTRACTOR, who may also be referred to in Exhibit I as the "prime contractor", "bidder", "proposer", "prospective primary participant", "prospective participant", "participant" or the like. The CONTRACTOR will perform the duties and obligations of the other contracting party regardless of the description or label used in FHWA Form 1273, Exhibit I.

The CONTRACTOR shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Agreement. The provisions of the Davis-Bacon Act do not apply to debris removal work unless such work is done in conjunction with a construction project or "linked" to a particular Federal highway. Wage rate tables may be found at www.dot.state.fl.us/construction. Said wage rate tables are incorporated into and made a part of this Agreement by reference.

ARTICLE 41 - BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), and FHWA's implementing regulations at 23 CFR 635.410, as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit J, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA, to the extent applicable.

ARTICLE 42 - DISADVANTAGED BUSINESS ENTERPRISES

This provision shall supplement Article 36 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.

The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR'S receipt of payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its

subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.

The CONTRACTOR shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONTRACTOR shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.dot.state.fl.us/equalopportunityoffice. Audits may be conducted to review payments to DBE subcontractors. The CONTRACTOR will fully cooperate with the AUTHORITY, FDOT, FHWA or FEMA regarding the monitoring of subcontractors and payments made thereto.

ARTICLE 43 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The CONTRACTOR acknowledges and affirms that by signing and submitting its bid or proposal, the CONTRACTOR made the certification described in Section X of the attached FHWA Form 1273, Exhibit I. CONTRACTOR'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 44 - ACCESS TO RECORDS AND THEIR RETENTION

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved. The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Agreement, available to the Authority and any other funding entity (*e.g.*, FDOT, FHWA, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONTRACTOR'S place of business or if CONTRACTOR'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONTRACTOR shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONTRACTOR.

ARTICLE 45 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FHWA, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR'S performance of the Agreement.

ARTICLE 46 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONTRACTOR shall cooperate with the AUTHORITY, FDOT, FHWA and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 47 - AMERICANS WITH DISABILITIES ACT

The CONTRACTOR does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, et seq.), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FHWA, FEMA and other Federal-aid agencies.

ARTICLE 48 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et. seq.* and 3601 *et.seq.*), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FHWA, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 49 - CONVICT LABOR PROHIBITION

The CONTRACTOR does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

ARTICLE 50 - CERTIFICATION REGARDING LOBBYING ACTIVITIES

A bidder or proposer for an award of certain Federal-aid contracts in the amount of $100,000 or more, must file the certification required by 49 CFR Part 20. The CONTRACTOR confirms that by signing and submitting a bid or proposal for the work covered by this Agreement, it made the certification described in Section XI of the attached FHWA Form 1273, Exhibit I.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County, and Phillips and Jordan, Inc. has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____

2. _____

By: _____
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: _____
General Counsel to the Authority

PHILLIPS AND JORDAN, INC.:

Attest:

_____
Corporate Secretary

By: _____, VP

(Corporate Seal)

Witness:

1. _____

2. _____

Name: Max G. Morton 03/20/13

Title: Vice President

STATEMENT OF WORK

1. Project Description and Requirements

The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.

The CONTRACTOR submits he/she is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).

The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this Agreement are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

The AUTHORITY requires that the Proposal Bond of CONTRACTOR be in effect for the entire term of the Agreement until a debris generating event occurs and the CONTRACTOR is called to active duty. At the start of any and all active duty periods the Proposal Bond will be returned to the CONTRACTOR in exchange for the Performance and Payment Bond which will need to be in effect for the duration of the active duty period. Under no circumstances shall the CONTRACTOR start work until he/she has supplied an acceptable Performance and Payment Bond. Refer to the Agreement, Article 35 - Bonds for additional bonding requirements.

2. Background

2.1 Introduction

The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.

The AUTHORITY will execute multiple Agreements to carry out the debris removal and disposal work for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the

AUTHORITY in the aftermath of a major disaster throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

The Agreement will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.

The CONTRACTOR will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.

2.2 Planning Standard for Debris Removal and Disposal

The AUTHORITY'S goal is to complete the debris removal and disposal process in 120 days. This assumes that the entire area of the county will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the county simultaneously immediately after a storm.

2.3 Debris Management

Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY'S Emergency Management Coordinator will direct the debris removal and disposal operations.

Each CONTRACTOR will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR will make every effort to use fully qualified and properly equipped local firms, including Small Business Enterprises (SBE), to the maximum extent practicable.

When a major disaster occurs or is imminent, the AUTHORITY will contact the CONTRACTOR to advise them of the AUTHORITY'S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY'S Debris Management Plan located on AUTHORITY'S website at www.swa.org/site/hurricane/plans_and_documents. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.

When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and

mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane/disaster.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.

The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate Temporary Debris Sites. The CONTRACTOR is responsible for all activity at Temporary Debris Sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Exhibit C. Additional sites (privately owned mostly) may become available as plans develop.

The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.

Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.

The following items are considered HHW for the purpose of this Agreement:

1. Used Oil
2. Batteries
3. Paint
4. Aerosol spray cans
5. Pesticides
6. Antifreeze
7. Fluorescent light bulbs
8. Propane tanks (household size)

The CONTRACTOR will setup a lined containment area and separate any HHW <u>inadvertently</u> delivered to a Temporary Debris Site.

Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.

Putrescible residential garbage will be collected by AUTHORITY franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

3. Scope of Work/Overview

This section is divided into three (3) subsections:

3.1 Debris Removal and Disposal Operations from residential public and private streets, roads and right-of-ways and delivered to a Temporary Debris Site.

3.2 Temporary Debris Site Operations which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator.

3.3. Processing, Loading and Hauling Material from Temporary Debris Site to final destination.

Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Agreement will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTARCTOR(s) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR'S default or underperformance by any means it deems in its best interest.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.

The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.

The quantity of work required to complete the Agreement is estimated. The actual effort required may be more or less than the estimated amount reflected in the RFP No. 13-240/MRK. Payment will be made in accordance with the Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of the Agreement. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.

The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.

The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

3.1 Debris Removal and Disposal Operations

3.1.1 General

The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County. The AUTHORITY intends to designate zones for collection of disposal debris. CONTRACTORS will be tasked with a service area(s) for this specific work.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

3.1.2 Services

The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.

All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.

The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (AUTHORITY'S natural disaster cleanup records show that ten (10) days' following disaster, 95,000-126,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for debris collection services.

3.1.2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

It is the AUTHORITY'S goal to ensure that Vegetation and Construction/Demolition debris remain separate task orders for the collection of Vegetation and Construction loads. Mixing of loads by the CONTRACTOR at the road right-of-way will not be tolerated.

Work may include:

1. First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
2. Clearing debris from residential private and public road right-of-ways.
3. Loading the debris.
4. Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
5. Dumping the debris at the Temporary Debris Site or at an authorized landfill.

Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the price per cubic yard according to the Fee Schedule, Exhibit B.

3.1.2.2 Hourly Rate Clearing

From 0-70 hours following a disaster CONTRACTOR, as designated by the AUTHORITY, shall provide the clearing services on an hourly rate that shall include the following:

1. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
2. Perform emergency removal of debris if needed for life-saving measures.
3. Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
4. Develop a traffic control plan along potential haul routes and at debris management and disposal sites.

The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the AUTHORITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA, FHWA Form 1273, attached hereto as Exhibit I, and the AUTHORITY.

The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.

In the event the CONTRACTOR fails to repair damages as a result of the CONTRACTOR'S equipment failure or negligence within the time provided within this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

3.1.3 Equipment

All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris

during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:

1. Fencing must be permanently attached to one side of the truck bed.
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
3. Fencing must extend to the bottom of the bed.
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
5. Solid iron metal bars must be secured to both sides of the fencing.
6. There shall be no hand loaded equipment allowed.

The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the AUTHORITY Inspector.

Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

3.1.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any AUTHORITY approved Temporary Debris Site which may result in non-payment to CONTRACTOR.

3.1.5 Equipment Signage

Prior to commencing operations, the AUTHORITY or designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number.

One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each operator shall keep AUTHORITY certification with them at all times. Placards must remain on both sides of equipment.

3.1.6 Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY Debris Management Center to serve as the principal liaison between the AUTHORITY Emergency Management Coordinator or designee and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

3.2 Temporary Debris Site Operations

3.2.1 General

The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.

The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.

The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris

type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.

The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of Temporary Debris Site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

3.2.2 Temporary Debris Site Services

3.2.2.1 Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. Site set-up preparation and closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. .

3.2.2.2 Temporary Debris Site Operations and Material Processing

Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Fee Schedule, Exhibit B. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by Task Order. Unit prices provided in the Fee Schedule, Exhibit B, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the debris site. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of $10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator.

The AUTHORITY plans to use two types of Temporary Debris Sites.

1. Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The AUTHORITY expects the material to be recycled and or beneficially re-used if processed by grinding.
2. Depending upon the size and type of devastation the AUTHORITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The AUTHORITY requests that CONTRACTOR implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.

Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Fee Schedule, Exhibit B. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Fee Schedule, Exhibit B.

Locations of all Temporary Debris Sites will be provided by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Fee Schedule, Exhibit B, that might have been negotiated under a Task Order shall be documented for payment.

Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Publicly Owned Debris Management Site, Exhibit D will be deposited in manageable piles.

3.2.3 Reporting

The CONTRACTOR shall submit a report to the AUTHORITY Emergency Management Coordinator or designee by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, *if appropriate*
4. Daily and cumulative hours for personnel, by position, *if appropriate*
5. Volumes of debris handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

3.2.4 Other Considerations

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of $25,000 per day for every day the site has to remain closed.

3.2.5 Debris Clearance (for access) from Right-of-Ways and Public Property

The AUTHORITY provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of-ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual Agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
This debris clearance is to be considered supplemental and optional service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Fee Schedule, Exhibit B.

3.3 Processing, Loading and Hauling Material

CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the AUTHORITY. The AUTHORITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the AUTHORITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.

CONTRACTOR will provide detailed listing to the AUTHORITY of the following:

1. Quantity (loads and cubic yards)
2. Owner information
3. Site where mulch and construction/demolition debris is disposed, to include address/GPS location.

4. Miscellaneous Requirements

4.1 Temporary Debris Site Foreman

The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.

The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

4.2 Temporary Debris Site Night Foreman

The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the AUTHORITY.

The Temporary Debris Site night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

4.3 Temporary Debris Site Management Plan

Once the Temporary Debris Site is identified by the AUTHORITY, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

1. Access to site
2. Site preparation - clearing, erosion control, and grading
3. Traffic control procedures
4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures

8. Location of existing structures or sensitive areas requiring protection

4.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

4.5 Grinding Operation

The CONTRACTOR shall have grinders on site and in operation within 72 hours of natural disaster. Failure to provide grinder(s) on site in operation within 72 hours shall result in liquidated damages of $10,000 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a $2,000 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

4.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

5. Performance of Contractor

It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to open pre-storm identified sites within three (3) calendar days after being tasked by the AUTHORITY shall result in liquidated damages of $10,000 per day for each day not opened.
2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures shall result in liquidated damages of $25,000 per day, for each day site must remain closed.

Failure to provide back-up grinders within 24 hours of equipment breakdown shall result in liquidated damages of $2,000 fine per hour per approved grinding hours of operation per day.

CONTRACTOR may also be subject to non-payment and liquidated damages of $200 for each of the following infractions:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
2. Loads not properly tarped or otherwise covered.

3. Mixing debris hauled from other sources with debris hauled under this Agreement.
4. Mixing vegetation debris with C & D material.

CONTRACTOR may be immediately terminated and not paid for the following:

1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
5. Alteration of placards placed on certified trucks and/or trailers.

Any disputes regarding Performance of Contractor will be presented to the Emergency Management Coordinator or designee for review. The Emergency Management Coordinator or designee shall complete review and make determination within three (3) calendar days. Decisions of the Emergency Management Coordinator or designee shall be final.

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FEE SCHEDULE

PART A – VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENSION
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	2,500,000	CY	$ 8.25	$ 20,625,000.00
B. Construction Debris / Mixed Debris	500,000	CY	$ 8.25	$ 4,125,000.00
2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.	3,000,000	CY	$ 2.25	$ 6,750,000.00
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	$ 2.25	$ 5,625,000.00
4.0 Loading, hauling and disposing wood chips to final destination. *(This rate includes disposal cost)*	1,000,000	CY	$ 8.00	$ 8,000,000.00
5.0 Volume reduction through air curtain incineration.	2,500,000	CY	$ 0.50	$ 1,250,000.00
6.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&D recycling facility or any other designated Disposal Facility. *(This rate shall not include disposal cost)*				
A. 0 ≤ 20 miles	500,000	CY	$ 3.00	
B. >20 ≤ 50 miles	500,000	CY	$ 4.00	
C. >50 ≤ 80 miles	500,000	CY	$ 6.00	
D. >80 ≤ 110 miles	500,000	CY	$ 6.25	
E. >110 ≤ 200 miles	500,000	CY	$ 6.50	
			AVERAGE: (Item 6.0 A-E)	$ 5.15
			AVERAGE (Item 6.0 A-E) X 500,000 CY =	$ 2,575,000.00
			TOTAL PRICE: (Items 1.0 - 6.0)	$ 48,950,000.00

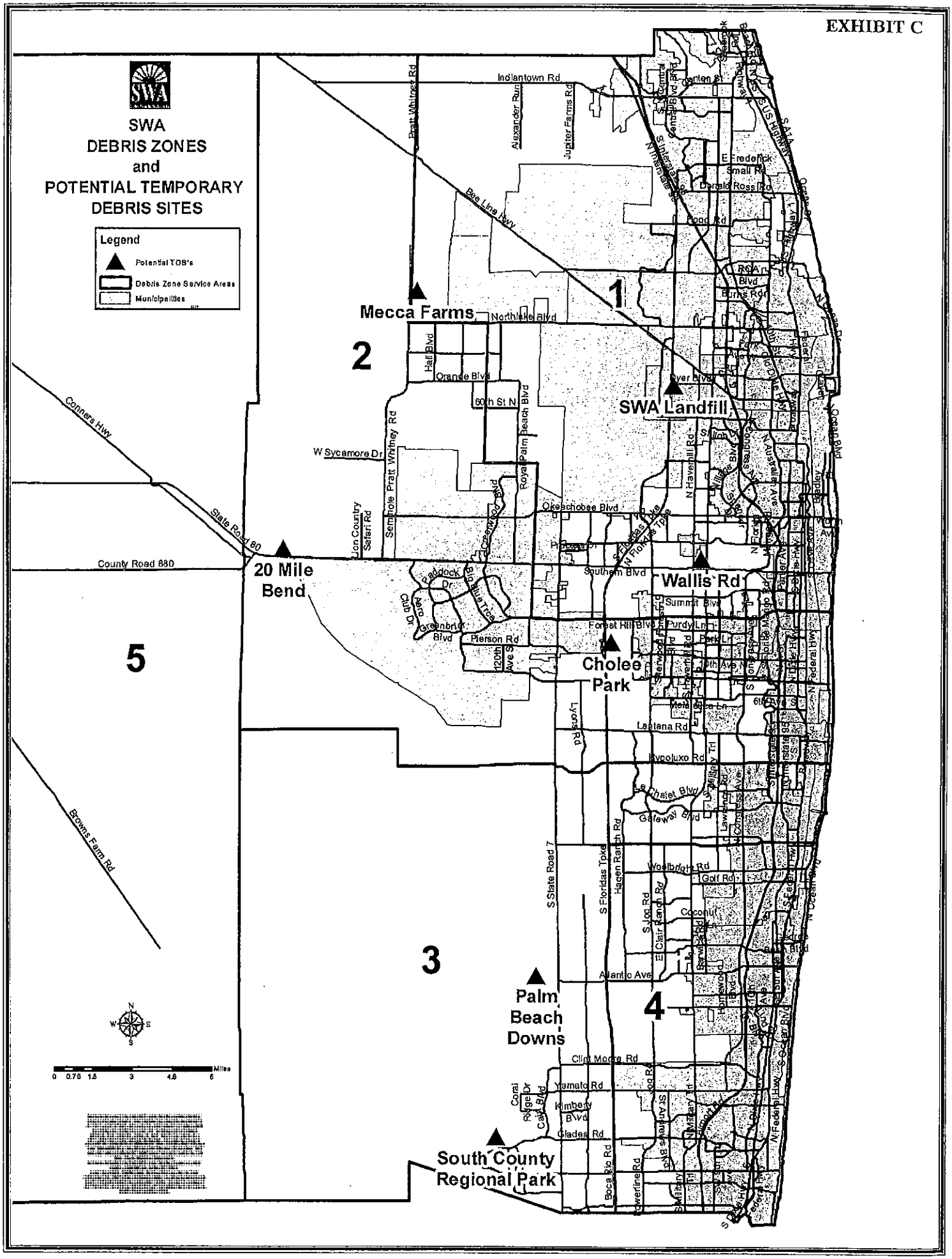
Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.

PART B – HOURLY RATES

Debris Management Site Set-up and Closure and Debris Clearance for Access - optional use by County and other Governmental Entities			
Equipment and Labor Rates			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Bobcat Loader	$60.00	$35.00	$95.00
Crew Foreman w/ Cell Phone and Pickup	$15.00	$60.00	$75.00
Dozer, Tracked, D5 or similar	$65.00	$35.00	$100.00
Dozer, Tracked, D6 or similar	$85.00	$35.00	$120.00
Dozer, Tracked, D7 or similar	$105.00	$35.00	$140.00
Dozer, Tracked, D8 or similar	$145.00	$35.00	$180.00
Dump Truck, 18 CY-20 CY	$35.00	$35.00	$70.00
Dump Truck, 21CY-30 CY	$35.00	$35.00	$70.00
Generator and Lighting	$20.00	$0.00	$20.00
Grader w/ 12' Blade	$75.00	$35.00	$110.00
Hydraulic Excavator, 1.5 CY	$80.00	$35.00	$115.00
Hydraulic Excavator, 2.5 CY	$90.00	$35.00	$125.00
Knuckleboom Loader	$115.00	$35.00	$150.00
Laborer w/ Chain Saw	$0.00	$45.00	$45.00
Laborer w/ small tools, traffic control, flag person	$0.00	$32.00	$32.00
Lowboy Trailer w/ Tractor	$85.00	$35.00	$120.00
Operations Manager w/ Cell Phone and Pickup	$15.00	$70.00	$85.00
Pickup Truck, .5 Ton	$15.00	$0.00	$15.00
Soil Compactor 81 HP+	$75.00	$35.00	$110.00
Soil Compactor to 80 HP	$60.00	$35.00	$95.00
Soil Compactor, Towed Unit	$35.00	$35.00	$70.00
Truck, Flatbed	$35.00	$35.00	$70.00
Tub Grinder, 800 to 1,000 HP	$550.00	$0.00	$550.00
Water Truck	$45.00	$35.00	$80.00
Wheel Loader, 2.5 CY, 950 or similar	$80.00	$35.00	$115.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	$95.00	$35.00	$130.00
Wheel Loader, 4.5 CY, 980 or similar	$125.00	$35.00	$150.00
Wheel Loader-Backhoe, 1.0-1.5 CY	$75.00	$35.00	$110.00

EXHIBIT C


SWA
DEBRIS ZONES
and
POTENTIAL TEMPORARY
DEBRIS SITES
Legend
Potential TOS's
Debris Zone Service Areas
Municipalities
Mecca Farms
SWA Landfill
20 Mile Bend
Wallis Rd
Cholee Park
Palm Beach Downs
South County Regional Park
1
2
3
4
5
Indiantown Rd
Pratt Whitney Rd
Alexander Run
Jupiter Farms Rd
Bee Line Hwy
Northlake Blvd
Hall Blvd
Orange Blvd
60th St N
Royal Palm Beach Blvd
W Sycamore Dr
Seminole Pratt Whitney Rd
Lion Country Safari Rd
Okeechobee Blvd
Conners Hwy
State Road 80
County Road 880
Southern Blvd
Forest Hill Blvd
Pierson Rd
Lantana Rd
Lyons Rd
Lake Worth Rd
Gateway Blvd
Woolbright Rd
Golf Rd
S State Road 7
S Floridas Turnpike
Hagen Ranch Rd
S Jog Rd
E Clint Moore Rd
Atlantic Ave
Clint Moore Rd
Yamato Rd
Kimberly Blvd
Glades Rd
Boca Rio Rd
Powerline Rd
Browns Farm Rd
Miles
0 0.75 1.5 3 4.5 6

LOCATION OF PUBLICLY OWNED DEBRIS MANAGEMENT SITES

Solid Waste Authority Temporary Debris Disposal Sites

SITE	LOCATION
Mecca Farms	Approximately 1 mile north of Northlake Blvd on the east side of Seminole Pratt Whitney Rd
Dyer Closed Landfill	South of Beeline Hwy on the west side of Haverhill Road
20 Mile Bend/Palm Beach Aggregates *	North side of Southern Blvd approximately 4 miles west of Lion Country Safari
Hooker Highway *	South side of Hooker Highway approximately 1 mile west of the intersection of State Road 80 and 441
Wallis Road	Located on the north side of Wallis Road between Haverhill Road and Military Trail
Cholee Park	West of Jog Road on the south side of Forest Hill Blvd across from the entrance to Okeeheelee Park
Palm Beach Downs	Approximately ¾ mile west of 441 on West Atlantic Avenue
South County Regional Park	Take Glades Road west of 441 approximately 2 miles to Ponderosa Drive and turn north to the site

* Private Sites used in the past.

SMALL BUSINESS ENTERPRISE (SBE) PLAN

CONTRACTOR will retain the services of a certified SBE sub-contractor(s) to provide debris removal and disposal services following activation by the AUTHORITY.

CONTRACTOR will make every effort to meet 15% Small Business Enterprise (SBE) participation.

EXHIBIT F

SOLID WASTE AUTHORITY

OF PALM BEACH COUNTY
7501 North Jog Road
West Palm Beach, Florida 33412
Telephone: 561-640-4000 • Fax: 561-640-3400

TASK ORDER
DISASTER DEBRIS MANAGEMENT

TO_____
Task Order No.

In accordance with _____(Contractor) contract, with the Solid Waste Authority of PBC, Florida, (AUTHORITY) Agreement No. _____ for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the AUTHORITY hereby requests and authorizes the services to be performed on the project as described below:

Project: _____

Specific Work to be performed: _____

Duration of Work (Include Start Date, End Date and Total Calendar Days): _____

Method of Payment: _____

Estimated Cost of this Task Order: $ _____

Contractor Signature: _____ Date: _____

AUTHORITY Signature: _____ Date: _____

SWA Use Only					
SWA Requestor/Monitor:				Date:	
SWA Dept. Director:				Date:	
Vendor No.:		Account No.:		Project:	
Purchasing:		Budget:		Accounting:	

White/SWA Contract File Green/Purchasing Yellow/Debris Contractor Pink/Debris Consultant Gold/Finance File

FEMA 322
PUBLIC ASSISTANCE GUIDE

CHAPTER 5

PROJECT MANAGEMENT

Project management begins when a disaster occurs and does not end until an applicant has received final payment for the project. Good project management ensures successful recovery from the disaster, expedited payment of funds, and more efficient close-outs of PA Program grants.

Record Keeping

It is critical that the applicant establish and maintain accurate records of events and expenditures related to disaster recovery work. The information required for documentation describes the "who, what, when, where, why, and how much" for each item of disaster recovery work. The applicant should have a financial and record keeping system in place that can be used to track these elements. The importance of maintaining a complete and accurate set of records for each project cannot be over-emphasized. Good documentation facilitates the project formulation, validation, approval, and funding processes.

All of the documentation pertaining to a project should be filed with the corresponding *PW* and maintained by the applicant as the permanent record of the project. These records become the basis for verification of the accuracy of project cost estimates during validation of small projects, reconciliation of costs for large projects, and audits.

Applicants should begin the record keeping process before a disaster is declared by the President. To ensure that work performed both before and after a disaster declaration is well documented, potential applicants should:

- designate a person to coordinate the compilation and filing of records;
- establish a file for each site where work has been or will be performed; and
- maintain accurate disbursement and accounting records to document the work performed and the costs incurred.

The Federal Office of Management and Budget requires grant recipients to maintain financial and program records on file for three years following final payment. Records of grant recipients may be subject to the provisions of the Single Audit Act, as described on page 117 of this guide. Applicants may refer to the Applicant Handbook, FEMA 323, for additional information regarding record-keeping.

MOBILIZATION SCHEDULE

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours		100%	70%	60%
Within 7 days			90%	80%
Within 10 days			100%	90%
Within 14 days				100%

Revised May 1, 2012

FHWA-1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to

take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve

such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives,

and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs end certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or

without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predeterminad minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transection, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to

certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinant information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (*e.g.*, concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. The Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the Authority prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, Contractor shall furnish invoices to document the costs of such material, and obtain the Authority's written approval prior to incorporating the material into the project.

EXHIBIT K

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____ as Principal and _____ a Corporation, as Surety, are bound to the Solid Waste Authority of Palm Beach County, hereinafter referred to as "Authority", in the sum of _____ **Dollars (up to $10,000,000),** for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, 20_____ between Principal and Authority for Proposal of Hurricane/Disaster Debris Removal, Reduction and Disposal, **Agreement No. 13-249,** the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;

3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;

4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;

5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to $10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

then this bond is void; otherwise it remains in full force.

Surety shall be responsible for any and all liquidated damages imposed by the Authority for the referenced Agreement.

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Signed and sealed this ____ day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

WITNESS:

Name: _____

1. _____

Title: _____

2. _____

Address: _____

_____

Telephone: _____

SURETY: _____

By: _____
Signature

WITNESS:

Name: _____

1. _____

Title: _____

2. _____

Address: _____

_____

Telephone: _____

NOTE: Date of Bond must not be prior to date of Agreement. If CONTRACTOR is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.

PROPOSAL FORM 2 – PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

Phillips and Jordan, Incorporated, as Principal and
(Name of Proposer)

Liberty Mutual Insurance Company, as Surety, are
(Name of Surety)

hereby held and firmly bound unto the Solid Waste Authority of Palm Beach County, West Palm Beach, Florida, as Obligee, in the sum of:

Five Hundred Thousand and No/100

Dollars ($ 500,000.00) / **5% of the Performance and Payment Bond, which is in the amount of $10,000,000,** as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Solid Waste Authority of Palm Beach County a certain Proposal attached hereto and made a part hereof, to enter into an Agreement, hereinafter referenced to as the **AGREEMENT FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION, AND DISPOSAL.** RFP No. 13-240/MRK

NOW THEREFORE,

a. If said Proposal shall be rejected or withdrawn as provided in the Request for Proposal or, in the alternative,

b. If said Proposal shall be accepted and the Principal shall duly execute and deliver the Agreement attached hereto and shall furnish all insurance requirements, the specified Performance and Payment Bond for the faithful performance of the Agreement and for the payment of labor and materials furnished for the performance of the Agreement,

then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the 1st day of July, 2013.

PRINCIPAL: Phillips and Jordan, Incorporated

By: Edd Satterfield
Signature

(Seal)

WITNESS:

1. Donna Owens
2. Sam Philipo

Name: Edd Satterfield

Title: Assistant Vice President

Address: 191 P&J Road

Robbinsville, NC 28771

Telephone: (828)479-3371

SURETY: Liberty Mutual Insurance Company

By: Catherine L. McMillan
Signature

(Seal)

WITNESS:

1. [illegible]
2. Marilyn [illegible]

Name: Catherine L. McMillan

Title: Attorney-In-Fact

Address: 413 Northshore Dr., SW

Knoxville, TN 37919

Telephone: (865)588-7200

Countersigned By:

Gregory T. Fry
Gregory T. Fry, FL Resident Agent

Surety companies executing bonds **must** appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, in accordance with Florida Statute 287.0935, and be approved by the Solid Waste Authority of Palm Beach County.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5932445

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Catherine L. McMillan; Tom H. McCarley III

all of the city of Knoxville, state of TN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of January, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 3rd day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1ST day of July, 2013.

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or dual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual.
SURETY

Liberty Mutual Surety

Liberty Mutual Surety
13830 Ballantyne Corporate
Suite 450
Charlotte, North Carolina 28277
Phone: (704) 759-7300
Fax: (866) 548-6575

April 24, 2013

The Solid Waste Authority of Palm Beach County

Re: Phillips and Jordan, Incorporated
Subject: Irrevocable Letter of Commitment - RFP No. 13-234/MRK Hurricane/Disaster Debris Removal, Reduction, and Disposal, Palm Beach, FL

Liberty Mutual Insurance Company is proud to handle the bonding needs of Phillips and Jordan, Incorporated. Liberty Mutual Insurance Company is a Class XV A "Excellent" AM Best Rated Company. We are US Treasury Listed and licensed to do business in Florida. We constantly monitor the manner in which Phillips and Jordan Incorporated meets their construction and financial obligations to owners, subcontractors, suppliers and the credit community. We are pleased to report that Phillips and Jordan Incorporated is an extremely strong and stable company in financial terms and handle these obligations in an exemplary manner.

While we would certainly give consideration to higher limits should specific conditions require doing so, we currently have in place for Phillips and Jordan Incorporated a single program exceeding $150,000,000 with an aggregate exceeding $500,000,000.00 bonding line, with approximately $400,000,000.00 available capacity. We anticipate no problems in issuing 100% Performance and Payment bonds for any project at the time of the final bond request. Naturally, the execution of any final bonds will be subject to a mutually satisfactory review which will include but not be limited to the acceptability of the contract documents, bond forms and financing.

Should you have questions or if we may be of assistance, please feel free to contact us.

Sincerely,

Mike Coale

Mike Coale, Underwriting Specialist

TAB 12

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **October 2, 2013** **Agenda Item No.** Tab 12

Agenda Title: **Declaring Certain Town Owned, Tangible Personal Property as "Surplus" and Eligible for Disposal**

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

Approved by Town Manager _____ **Date:** 9/19/13

Blake K. Rane **Finance Director** BKR
Name/Title

Originating Department: **FINANCE**	Costs: N/A Funding Source: N/A Acct. # [X] Finance ____BKR_____	**Attachments:** **(1) Exhibit A – Town Property available for Disposal** **(2) Copies of "Bill of Sale" for the Oce Copy Machines**
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case _BKR_ **Please initial one.**

Summary Explanation/Background:

As a result of the consolidation of fax machines, printers, and copy machines into single units, three older Oce model copy machines have become excess to the Town. These machines became property of the Town at the end of their leases through what is call "bargain purchase options" for the price of $1.00. Additionally, three other printers have become excess as a result of the same project that reduced overall expense and consolidated functions, and six miscellaneous office machines are no longer in use by the Town. All of these machines are listed on Exhibit A, which is attached.

Florida Statutes 274.06 and 274.07 govern the disposal of Town property and require that the Town Commission Meeting Minutes reflect that such property has been declared surplus and eligible for disposal.

Recommended Motion:

I move that the Town owned, tangible personal property set forth on the attached Exhibit A be declared "Surplus" and eligible for disposal.

Exhibit A

Town of Lake Park
PROPERTY SLATED FOR DISPOSAL
OCTOBER 2013

MANUFACTURER	DESCRIPTION	SERIAL NUMBER
Oce	35 ppm BW with all other equipment as listed on the attached Bill of Sale	Oce Model # im3530 Serial # 7090109
Oce	28 ppm BW with all other equipment as listed on the attached Bill of Sale	Oce Model # im2830 Serial # 7090211
Oce	35 ppm BW with all other equipment as listed on the attached Bill of Sale	Oce Model # im3530 Serial # 7090110
Hewlett Packard	HP color LaserJet 5550dn Q3715A Network Printer with toner	Serial # JPSC6BY07F
Hewlett Packard	HP LaserJet 4100DTN Network Printer with toner	Serial # USJNJ34190
EPSON	Epson Stylus color printer Color 850	Serial # AZN1139775
Canon	Microfilm machine with model PC Printer 70	Serial # 33304636
Lanier Milner	Cassette audio recorder model 2CR-5 – asset tag number 2139	Serial # 209036
Lanier	Cassette Re-formatter – asset tag number 2141	Serial # 10568
Lanier	Transcriber – model number LCT-5 – asset tag number 2140	Serial # 237369
Lanier	Transcriber – model number VW-160 – asset tag number 2614	Serial # 772490
IBM Remex	Typewriter – model IBM Wheel writer 3 – asset tag number 2133	Serial # 012785020178

Canon

Canon Financial Services, Inc.
158 Gaither Drive, Suite 200
Mount Laurel, NJ 08054-1716
Tel (800) 220-0200

BILL OF SALE

Canon Financial Services, Inc. ("Seller"), in consideration of the sum of $1.00 hereby sells, assigns and transfers to LAKE PARK, TOWN OF ("Purchaser") the following equipment, 35 PPM BW MFP Serial # 7090109, Print/Scan Enabler, Plain Stand, Starter Kit - im3530/4530, DELIVERY AND INSTALLATION-SGMT, RADF Serial # 7090035, Finisher 1, Hanging Style Sing Serial # 7080149, Application Fee and Competive Buyout toshiba located at 535 PARK AVE , , WEST PALM BEACH, FL 33409 "Where Is, and As Is," TO Have and to Hold the same unto the said Purchaser, his successors and assignees to and for their proper use and benefit forever.

Seller hereby warrants that it has good and sufficient title and hereby transfers same free and clear of all liens and encumbrances.

IN WITNESS WHEREOF, this BILL OF SALE is executed effective day of 29th of January, 2013.

Canon Financial Services, Inc.

By: Ivonne Montezuma Witness: _____

Date: 8/12/2013

CFS-3008(11/01)

Canon

Canon Financial Services, Inc.
158 Gaither Drive, Suite 200
Mount Laurel, NJ 08054-1716
Tel (800) 220-0200

August 12, 2013

LAKE PARK, TOWN OF
535 PARK AVE
LAKE PARK, FL 33403

RE: Lease # 200-5016591-000

Attention: Accounts Payable

We are in receipt of your check. Please find enclosed a Bill of Sale which will provide you with proof of ownership for the 35 PPM BW MFP Serial # 7090109, Print/Scan Enabler, Plain Stand, Starter Kit - im3530/4530, DELIVERY AND INSTALLATION-SGMT, RADF Serial # 7090035, Finisher 1, Hanging Style Sing Serial # 7080149, Application Fee and Competive Buyout toshiba which you have been leasing through Canon Financial Services, Inc.

Thank you for doing business with us. We look forward to serving your future leasing needs.

Sincerely,

CANON FINANCIAL SERVICES

CFS-3135(04/08)

Canon

Canon Financial Services, Inc.
158 Gaither Drive, Suite 200
Mount Laurel, NJ 08054-1716
Tel (800) 220-0200

BILL OF SALE

Canon Financial Services, Inc. ("Seller"), in consideration of the sum of $1.00 hereby sells, assigns and transfers to LAKE PARK, TOWN OF ("Purchaser") the following equipment, 28 PPM BW MFP Serial # 7090211, DELIVERY AND INSTALLATION-SGMT, Plain Stand, Starter Kit IM2330/IM2830, RADF Serial # 7080006, Finisher 1, Hanging Style Sing Serial # 7080154, Print/Scan Enabler, IM2300060 Print/Scan Enabler & and Competive Buyout toshiba located at 105 LAKE SHORE DR, , LAKE PARK, FL 33403 "Where Is, and As Is," TO Have and to Hold the same unto the said Purchaser, his successors and assignees to and for their proper use and benefit forever.

Seller hereby warrants that it has good and sufficient title and hereby transfers same free and clear of all liens and encumbrances.

IN WITNESS WHEREOF, this BILL OF SALE is executed effective day of 29th of January, 2013.

Canon Financial Services, Inc.

By: Ivonne Moctezuma Witness: _____

Date: 8/12/2013

CFS-3008(11/01)

Canon

Canon Financial Services, Inc.
158 Gaither Drive, Suite 200
Mount Laurel, NJ 08054-1716
Tel (800) 220-0200

August 12, 2013

LAKE PARK, TOWN OF
535 PARK AVE
LAKE PARK, FL 33403

RE: Lease # 200-5016591-002

Attention: Accounts Payable

We are in receipt of your check. Please find enclosed a Bill of Sale which will provide you with proof of ownership for the 28 PPM BW MFP Serial # 7090211, DELIVERY AND INSTALLATION-SGMT, Plain Stand, Starter Kit IM2330/IM2830, RADF Serial # 7080006, Finisher 1, Hanging Style Sing Serial # 7080154, Print/Scan Enabler, IM2300060 Print/Scan Enabler & and Competive Buyout toshiba which you have been leasing through Canon Financial Services, Inc.

Thank you for doing business with us. We look forward to serving your future leasing needs.

Sincerely,

CANON FINANCIAL SERVICES

CFS-3135(04/08)

Canon

Canon Financial Services, Inc.
158 Gaither Drive, Suite 200
Mount Laurel, NJ 08054-1716
Tel (800) 220-0200

BILL OF SALE

Canon Financial Services, Inc. ("Seller"), in consideration of the sum of $1.00 hereby sells, assigns and transfers to LAKE PARK, TOWN OF ("Purchaser") the following equipment, 35 PPM BW MFP Serial # 7090110, DELIVERY AND INSTALLATION-SGMT, RADF Serial # 7070062, Starter Kit - im3530/4530, Finisher 1, Hanging Style Sing Serial # 7080151, Print/Scan Enabler, Plain Stand and Competitive B/O toshiba located at 650 OLD DIXIE HWY, , LAKE PARK, FL 33403 "Where Is, and As Is," TO Have and to Hold the same unto the said Purchaser, his successors and assignees to and for their proper use and benefit forever.

Seller hereby warrants that it has good and sufficient title and hereby transfers same free and clear of all liens and encumbrances.

IN WITNESS WHEREOF, this BILL OF SALE is executed effective day of 29th of January, 2013.

Canon Financial Services, Inc.

By: Ivonne Moctezuma

Witness:

Date: 8/12/2013

CFS-3008(11/01)

Canon

Canon Financial Services, Inc.
158 Gaither Drive, Suite 200
Mount Laurel, NJ 08054-1716
Tel (800) 220-0200

August 12, 2013

LAKE PARK, TOWN OF
535 PARK AVE
LAKE PARK, FL 33403

RE: Lease # 200-5016591-001

Attention: Accounts Payable

We are in receipt of your check. Please find enclosed a Bill of Sale which will provide you with proof of ownership for the 35 PPM BW MFP Serial # 7090110, DELIVERY AND INSTALLATION-SGMT, RADF Serial # 7070062, Starter Kit - im3530/4530, Finisher 1, Hanging Style Sing Serial # 7080151, Print/Scan Enabler, Plain Stand and Competitive B/O toshiba which you have been leasing through Canon Financial Services, Inc.

Thank you for doing business with us. We look forward to serving your future leasing needs.

Sincerely,

CANON FINANCIAL SERVICES

CFS-3135(04/08)

TAB 13

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 13

Agenda Title: Consenting to the Execution of the Interlocal Agreement for the Final Termination and Dissolution of the South East Risk Management Association

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

Approved by Town Manager _____ **Date:** 9/17/13

Carla McKibben-Lerner
Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # 150-369.300 **[x] Finance** BKR Possible Revenue will be credited to the Insurance Fund	**Attachments:** **Copy of Initial Interlocal Agreement Establishing the South East Risk Management Association; and, Copy of Interlocal Agreement for Final Termination of the South East Risk Management Association**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case **BMT**____ **Please initial one.**

Summary Explanation/Background:

Effective October 1, 1994, the South East Risk Management Association was established pursuant to an initial Interlocal Agreement entered into by and among ten Florida municipalities, including the Town of Lake Park, in order to provide for a cooperative intergovernmental risk management program among the parties to the agreement. A copy of the initial Interlocal Agreement is attached as Exhibit A. The purpose of this action is to consent to the actual final termination and dissolution of the South East Risk Management Association and the execution of the Interlocal Agreement for Final Termination and Dissolution of the Southeast Risk Management Association ("SERMA") by the following four remaining SERMA members:

- City of Coconut Creek, Florida
- City of Lake Worth, Florida
- Town of Lake Clarke Shores, Florida
- City of Parkland, Florida

A copy of the Interlocal Agreement for Final Termination and Dissolution is attached as Exhibit B.

On September 30, 2008, SERMA was generally terminated pursuant to the provisions of the initial Interlocal Agreement. Subsequent to such termination, the Board of Directors of SERMA continued to meet as necessary to carry out the termination of the affairs of SERMA including the settlement of all covered claims incurred during the term of the agreement. Although some former members withdrew from SERMA prior to its general termination, SERMA continued to administer their open workers' compensation claims. Upon the final termination and dissolution of SERMA, all remaining open claims as of the date of final dissolution will be returned to the member and/or municipality from which the claim originated.

Such claims include a Florida Intergovernmental Risk and Management Association ("FIRMA") workers' compensation claim for the Town of Lake Park dating from Fiscal Year 1989 which remains open. Outstanding reserves for this claim total $68,970.43, and staff has received assurances from Tim McCreary, President of Ascension Benefits and Insurance Solutions of Florida on behalf of the Board of Directors of SERMA, that the Town is not responsible for this amount. Staff has been assured that this outstanding claim is the only outstanding workers' compensation claim under SERMA for the Town of Lake Park and that there are monies which may be distributed to the Town, the amount of which will be determined after the execution of the Interlocal Agreement for Final Termination and Dissolution of SERMA and once the final distribution has been calculated.

While the Town of Lake Park is not a signatory to the Interlocal Agreement for Final Termination and Dissolution, consent is needed from the Town to the execution of this agreement and the final termination and dissolution of SERMA. Staff recommends Commission consent to this action.

Recommended Motion: I move to consent to the dissolution of the South East Risk Management Association.

EXHIBIT A

INTERLOCAL AGREEMENT
ESTABLISHING THE SOUTH EAST RISK MANAGEMENT ASSOCIATION

This is an Agreement ("Agreement") entered into by and among the CITY OF COCONUT CREEK, the TOWN OF LAKE CLARKE SHORES, the TOWN OF LAKE PARK, the CITY OF LAKE WORTH, the TOWN OF LANTANA, the CITY OF NORTH LAUDERDALE, the VILLAGE OF NORTH PALM BEACH, the CITY OF OAKLAND PARK, the CITY OF PARKLAND, and the CITY OF WILTON MANORS, all of said cities being municipal corporations organized and existing under the laws of the State of Florida.

WITNESSETH, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties hereto agree as follows:

ARTICLE I - NAME

The name of the association created pursuant to this Agreement is the South East Risk Management Association ("SERMA").

ARTICLE II - DEFINITIONS

As used in this Agreement, the following terms shall have the meaning hereinafter set forth:

"Annual Payment" - The amount each Member must annually pay to fund the anticipated costs of the full operation of SERMA, as determined pursuant to the terms of this Agreement.

"Excess Insurance" - Insurance purchased by SERMA from insurance companies with a "BEST" rating of B + V or better and/or Lloyds of London to cover losses over a pre-set aggregate or specific amount up to a pre-set maximum amount of coverage.

"Joint Self-Insurance" or "Self-Funded" - A self-insurance or self-funded program in which Members agree to an Annual Payment, and where required, Supplementary Payments to support the Risk Management Pool.

"Members" - The public agencies of the State of Florida which initially or later enter into SERMA as established by this Agreement.

"Risk Management" - A program attempting to reduce or limit casualty and property losses to Members and injuries to employees caused by or arising out of the operations of Members. Where claims arise SERMA will provide processing of claims, investigation, defense and settlement within the financial limits of SERMA as established in accordance with this Agreement and will tabulate such claims, costs and losses.

"Risk Management Pool" - Public moneys established by SERMA to jointly self-insure and self-fund Property Coverages, General Liability, Automobile Liability, Professional Liability, Public

Officials Liability and Workers' Compensation, and other coverage lines approved by the Board of Directors.

"Self-Insurance" - The decision by a public agency not to purchase insurance coverage for risks below certain limits; to seek and maintain immunities provided by law for a non-insured public agency; to rely upon its financial capabilities to pay covered losses which occur in case third party claims are held valid and not barred or capped by available immunities and to purchase some insurance to protect against catastrophic or aggregate losses.

"Supplementary Payments" - Members shall also be obligated, as required, to make supplementary payments, based upon the formula established for supplementary assessments in this Agreement and the Bylaws, if the amount of the Annual Payments shall be insufficient to fund the operations of SERMA.

ARTICLE III - PURPOSE

SERMA is a cooperative agency voluntarily established by the Members pursuant to Sections 163.01, 768.28 and 440.38, Florida Statutes, for the purpose of seeking the prevention or reduction of casualty and property losses to Members and injuries to persons or employees which might result in claims being made against Members. The purpose of SERMA is to carry out and effect the agreed upon functions and purposes of this Agreement as stated herein.

It is the intent of the Members of SERMA to create an entity which will administer a Risk Management Pool and utilize such funds to defend and protect, in accordance with this Agreement, any Member of SERMA against liability for a covered loss.

All funds contained within the Risk Management Pool are funds directly derived from its Members which are public agencies of the State of Florida. It is the intent of the Members in entering into this Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a Joint Self-Insurance or Self-Funded program using governmental funds, including the purchase of any insurance hereunder, pursuant to Section 768.28 Florida Statutes, shall not waive, on behalf of any Member or such Member's employees, any defenses or immunities therein provided, or provided by the laws of the State of Florida. SERMA and its Members intend to effect no waiver of Sovereign Immunities through their use of public funds retained within the Risk Management Pool.

Such funds utilized to protect against risks in accordance with Section 768.28, Florida Statutes, are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Agreement is not intended to create an "insurer" within the meaning of any legislation giving rise to liability or applicability to "insurer", for damages, costs, fees or expenses,

etc., under Sections 624.155, 626.9541, 627.426, 627.428 Florida Statutes, or other statutes applicable to insurers in the State of Florida.

ARTICLE IV - POWERS AND DUTIES

The powers of SERMA to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in this Agreement, shall be as follows:

a. To establish Bylaws and operational procedures governing the operations of SERMA which are consistent with this Agreement;

b. To employ agents, employees and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to SERMA employees, officers and service providers, and to ensure all benefits of Section 163.01(9)(a), Florida Statutes, and all other applicable Florida Statutes;

c. To lease real property and to purchase or lease equipment, machinery or personal property necessary for the carrying out of the purposes of SERMA;

d. To carry out educational and other programs relating to risk reductions;

e. To assure collection of funds for the continued administration of the Risk Management Pool;

f. To purchase Excess Insurance to supplement the Risk Management Pool without such purchase constituting a waiver of Sovereign Immunity under Florida Law;

g. To provide Risk Management services including the defense of and settlement of claims and to exercise the authority granted by Section 768.28, Florida Statutes.

h. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of SERMA.

i. To sue or be sued as a separate legal entity.

j. To exercise such other powers and duties consistent with the purposes of this Agreement in accordance with Florida Law.

ARTICLE V - COMMENCEMENT DATE, PARTICIPATION, AND TERM

SERMA shall commence its operations as of October 1, 1994. SERMA shall continue in existence for an initial term ending September 30, 1996 including all Members executing this Agreement commencing October 1, 1994. Thereafter, the Members may, through

the manner provided in Article VI b.10., extend the term of SERMA for individual extended terms each of which may not be for more than two (2) years.

So long as SERMA shall continue in existence, any new Member joining SERMA shall remain a Member for a two (2) year term. Thus, a new Member joining SERMA for the second year of a two (2) year term shall be obligated to continue as a Member for at least the first year of the new two (2) year term if such an extended term is authorized. Subject to the provisions of this Article, any Member may withdraw from SERMA at the end of a fiscal year upon the giving of at least one (1) year's prior written notice. Such notice shall be addressed to the Claims Administrator, sent by certified mail, return receipt requested, and shall be accompanied by a resolution of the governing body of the Member electing to withdraw from SERMA.

SERMA shall establish and periodically review standards for the admission of new Members, not inconsistent herewith.

ARTICLE VI - BOARD OF DIRECTORS OF SERMA

a. Appointment. There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of SERMA. Each Member shall appoint by motion or resolution one (1) person to represent that body (the "Representative") on the Board of Directors for a term specified in the motion or resolution along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed by the governing body of the Member and a copy of written appointment shall be provided to SERMA. The persons appointed shall remain in office until SERMA receives evidence in writing of the appointment of other persons by the governing body. The Representative selected must be an employee of the entity. The Alternate selected must be either an employee or elected official of the entity. Whenever in this Agreement there is reference to, or act required of, a Representative, such reference or act shall apply to the Alternate when acting in the stead of the Representative. No Representative or Alternate serving on the Board of Directors, nor Representative or Alternate serving as an officer, shall receive any salary from SERMA.

b. Additional Duties. In carrying out the powers set forth in Article IV hereof, the Board of Directors shall have the responsibility for:

1. Employing SERMA officers, agents, non-clerical employees and independent contractors;

2. Setting of compensation for all persons, firms and corporations employed by SERMA;

3. Recommending to the governing bodies of the Members any amendments to the Agreement. Any such proposed amendments must receive the approval for recommendation of two-thirds (2/3) of the total number of Representatives on the Board of Directors. No amendments may be considered by the governing bodies of the Members that have not received such approval by the Board of Directors;

4. Approval of the acceptance of new Members and expulsion of Members. The expulsion of a Member shall require the two-thirds (2/3) vote of all Representatives serving on the Board of Directors;

5. Approval and amendment of the annual budget of SERMA;

6. Approval of the operational procedures developed by the Chair;

7. Approval of educational and other programs relating to risk reduction;

8. Approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members;

9. Approval of annual Supplementary Payments to the Risk Management Pool for each Member;

10. Approval, by Resolution of the Board, of additional terms of not more than two (2) years for the extension of the term of SERMA, subject to the following notice provisions to the Members. SERMA shall provide specific written notice of the proposed Resolution to extend the term of SERMA, by certified mail, to the Mayor or Chief Elected Official of the governing body of the Members and to the Representatives and Alternates thereof, no less than ten (10) days prior to the meeting at which such Resolution is proposed to be adopted. Such approval shall require an affirmative vote of two-thirds (2/3) of all the Representatives serving on the Board of Directors of SERMA. All requirements of this Paragraph VIb.10. shall be completed prior to June 30 of the year in which the Board of Directors of SERMA is required to determine whether or not to extend the term of SERMA; and

11. Approval of a reduction or elimination in the scope of loss protection set forth in Article XI to be furnished by the Risk Management Pool derived from payments from

the Members. Such approval shall require the affirmative vote of two-thirds (2/3) of all the Representatives serving on the Board of Directors and only upon compliance with the notice requirements set forth in Article VI b.10. above.

c. Vacancies. The Representative selected by a Member shall serve until a successor has been selected. The Representative chosen may be removed at any time by the vote of the governing body of a Member. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body, that body shall appoint a successor in writing within sixty (60) days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Agreement.

d. Appointment of Chair and Vice-Chair. The Board of Directors shall bi-annually select a Chair and Vice Chair during the final quarter of each two (2) year term to serve during the subsequent two (2) year term. The Chair shall vote on all matters that come before the Board. The Chair shall have such other powers as may be given from time to time by action of the Board. The Vice Chair shall carry out all duties of the Chair of the Board during the absence or inability of the Chair to perform such duties and shall carry out such other functions as may be assigned from time to time by the Chair of the Board of Directors. The Board of Directors may from time to time appoint other officers to the Board.

ARTICLE VII - MEETINGS, NOTICE, RECORDS AND VOTING REQUIREMENTS

a. The Board of Directors shall meet at least quarterly for consideration of general business matters and at least quarterly for consideration of claims matters. The Bylaws shall make provision for the call of regular, special and emergency meetings. The Chair, or in the absence of the Chair, the Vice-Chair, shall give ten (10) days prior written notice of regular or special meetings.

b. The Board shall provide notice of meetings as required by Section 286.011, Florida Statutes, and as provided in the Bylaws, subject to any exceptions provided by Florida law and the Bylaws.

c. The Board shall maintain its records as required by Florida Law and as provided in the Bylaws.

d. At all meetings of the Board, a majority of the Representatives serving on the Board of Directors of SERMA shall constitute a quorum for the transaction of business.

Except as set forth to the contrary in this Agreement, the act of the majority of Representatives present at a meeting at which a quorum is present is the act of the Board. Each Member shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the Representative or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted.

The Board may establish within its Bylaws a rule that a vote greater than a majority of a quorum is required for passage of a given matter provided, however, that such rule can only be established by a vote equal to or greater than the extraordinary voting requirements imposed by the proposed rule.

ARTICLE VIII - OFFICERS AND EMPLOYEES

a. Employees: The Board may, as it from time to time determines and within the confines of SERMA's annual budget, employ an executive director, treasurer, secretary, staff, personnel, technical experts, legal counsel, and such other agents and employees, permanent or temporary, as it requires, and determine their qualifications, duties and compensation. The Board may approve and authorize contracts with other persons, firms and individuals to provide services for and on behalf of SERMA as provided herein.

b. Officers: In addition to the Chair and Vice-Chair, the Board may establish and provide for, in its Bylaws, such officers as it deems appropriate. The Bylaws shall establish qualifications and prescribe the duties of each officer.

ARTICLE IX - COMMITTEES

The Board of Directors of SERMA may create, from time to time, such standing or ad hoc committee or committees, including an Executive Committee, as shall be necessary or desirable to carry out the functions and purposes of SERMA and in the Bylaws shall provide for their creation, membership, dissolution and the removal of members.

ARTICLE X - FINANCES AND RISK MANAGEMENT POOL

a. Fiscal Year: The fiscal year of SERMA shall be as provided in the Bylaws of SERMA.

b. Budget and Provisions Governing Payments: The Board of Directors shall adopt procedures within its Bylaws for preparation and approval of preliminary and final budgets for the administration of SERMA.

The Board shall establish a schedule of payments, both for Annual Payments, or installments thereof, and for Supplementary Payments due hereunder and shall provide for additional payments, in its discretion, for delinquency in any of the payments due hereunder.

c. Cost Allocation Formula: The Board of Directors shall establish in its Bylaws a formula for the allocation of costs among its Members (the "Cost Allocation Formula"). The adoption of, and any amendment to, the Cost Allocation Formula shall require a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors.

d. Supplementary Assessments and Surplus Distribution: The Board of Directors shall establish in its Bylaws a formula for Supplementary Assessments and Surplus Distribution. The adoption of, and any amendment to, the formulas shall require a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors.

e. Amendment to Budget: Budgets may be amended at any time and calls for Supplementary Payments may be made by the Board of Directors, pursuant to the terms of the Bylaws. Members shall be responsible for Supplementary Payments during the entire term of SERMA and any later period when claims or expenses must be paid which are attributable to a prior fiscal year during which the expense or claim occurred.

f. Annual Audit: The Board of Directors shall provide to the Members an annual audit report, actuarial report and any other related auditor reports of the financial affairs of SERMA to be made by a certified public accountant at the end of each fiscal year.

ARTICLE XI - EXCESS INSURANCE

SERMA will purchase Excess Insurance from underwriters of insurance with a "BEST" rating of B+V or better and/or Lloyds of London in such amounts as shall be approved by the Board of Directors, but such purchase does not, and is not intended to waive Sovereign Immunity under Florida Law.

In the event that a series of losses should exceed the amount of coverage provided by SERMA, the Excess Insurance coverage for any one (1) year, then the determination of whether to pay such uncovered loss shall be the obligation of the individual Member against whom the claim was made and judgment perfected or settlement under Florida Law.

ARTICLE XII - OBLIGATIONS OF MEMBERS

The obligations of Members of SERMA shall be as follows:

a. To budget for, and where necessary, to levy for, and to promptly pay all Annual and Supplementary Payments to SERMA at such times and in such amounts as shall be established by the Board of Directors as set forth in this Agreement and in the Bylaws.

b. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative;

c. To allow SERMA reasonable access to all facilities of the Member and all records including but not limited to financial records which relate to the purpose or powers of SERMA.

d. To allow attorneys employed by SERMA to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against the Member within the scope of loss protection furnished by SERMA.

e. To furnish full cooperation with SERMA attorneys, claims adjusters, and any agent, employee, officer or independent contractor of SERMA relating to the purpose or powers of SERMA.

f. To follow in its operations all loss reduction and prevention procedures established by SERMA within its purpose or powers.

g. To report to the Claims Administrator within the time limit specified in the following items:

    1. Within ten (10) days of receipt, any and all statutory notices of claims, as well as summons and complaint or other pleading before a court or agency, involving any claim for which SERMA coverage is sought.

    2. Any oral or written demand for monetary relief for which coverage is sought.

    3. At the earliest practicable time any information of an occurrence, claim or incident received by the Member and from which the Member could reasonably conclude that coverage will be sought by said Member for such an occurrence, claim or incident.

In the event that the information set forth above is not submitted to the Claims Administrator within the time periods set forth above, the Board of Directors of SERMA may decline, in whole or part, to provide a defense to the Member or to extend the funds of SERMA for the payment of losses or damages incurred. In

reaching its decision, the Board shall consider whether and to which extent SERMA was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish timely notice of the occurrence, claim or incident to the Claims Administrator.

ARTICLE XIII - LIABILITY OF BOARD OF DIRECTORS OR OFFICERS OF SERMA

The Representatives serving on the Board of Directors or officers of SERMA shall use ordinary care and reasonable diligence in the exercise of their power, and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of SERMA funds or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. Directors shall have the immunities provided by law and in particular Section 163.01, Florida Statutes. SERMA may purchase insurance providing liability coverage for such Directors or officers.

ARTICLE XIV - ADDITIONAL INSURANCE

SERMA, through the distribution of the minutes of the Board of Directors or through other means, shall inform all Members of the scope and amount of Excess Insurance in force at all times. Membership in SERMA shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by SERMA. Such purchase shall not be construed to waive Sovereign Immunity of the Members of SERMA. SERMA shall make its facilities available to advise Members of the types of additional or different coverages available to SERMA.

ARTICLE XV - CONTRACTUAL OBLIGATION

This document shall constitute a binding contract under the Florida Interlocal Cooperation Act of 1969 among those public agencies comprising SERMA. The obligations and responsibilities of the Members set forth herein including the obligation to take no action inconsistent with this Interlocal Agreement as originally written or validly amended shall remain a continuing obligation and responsibility of the Member. The terms of this Interlocal Agreement may be enforced in a court of law by SERMA.

Except to the extent of the limited financial contributions to SERMA agreed to herein or such additional obligations as may be assumed through amendments to this Agreement, no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of SERMA to establish an organization for Risk Management only within the scope herein set forth and have not herein created,

as among themselves, any relationship of surety, indemnification or responsibility for the debts of claims against any Member.

ARTICLE XVI - EXPULSION OR TERMINATION OF MEMBERS

By the vote of two-thirds (2/3) of all Representatives serving on the Board of Directors, any Member may be expelled. Such expulsion may be carried out for one (1) or more of the following reasons:

a. Failure to make any timely payments as provided in the Bylaws or assessments due to SERMA.

b. Failure to undertake or continue loss reduction and prevention procedures adopted by SERMA.

c. Failure to allow SERMA reasonable access to all facilities of the member and all records which relate to the purpose, powers or functioning of SERMA.

d. Failure to furnish full cooperation with SERMA's attorney(ies) claims adjuster(s), and any agent, employee, officer or independent contractor of SERMA relating to the purpose, powers and proper functioning of SERMA.

e. Failure to carry out any obligation of a Member which impairs the ability of SERMA to carry out its purpose or powers or functions.

No Member may be expelled except after notice from SERMA of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) days after the vote to expel has been made by the Board of Directors. If the motion to expel made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Directors expelling the Member.

ARTICLE XVII - TERMINATION OF SERMA

If at the conclusion of any fixed term of SERMA, the Board of Directors does not vote to continue the existence of SERMA, pursuant to the provisions of Article VIb.10. hereof, then SERMA shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors shall

continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of SERMA. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of SERMA. All Members upon a general termination of SERMA, shall remain fully obligated for their portion of any covered claims and expenses which were incurred or created during the term of their membership, along with any other unfulfilled obligations, including but not limited to calls for Supplementary Payments for years of their membership which may be required and called for in subsequent years. All then current Members of SERMA, upon a general termination of SERMA, shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in SERMA for such years as they were Members of SERMA.

In the event of the general termination of SERMA, the Board of Directors shall request a formal report on the adequacy or redundancy of its Loss and Loss Adjustment Expense Reserves as of the date of dissolution from a qualified and designated member of the Casualty Actuarial Society. In addition, the Board of Directors shall obtain an estimate as of the date of dissolution from its claims servicing company as to the anticipated value of services to be performed after the date of dissolution to continue the administration of the claims in reserve as of that date until all claims obligations will have been met. Distribution of surplus funds shall be made in accordance with this Agreement and the Bylaws.

ARTICLE XVIII - WITHDRAWAL OR EXPULSION FROM SERMA

a. Withdrawal. After the initial term of SERMA, any Member of SERMA may withdraw from SERMA at the end of the fiscal year upon the giving of at least one (1) year's prior written notice. Such notice shall be addressed to the Chair, and shall be accompanied by a resolution of the governing body of the Member electing to withdraw.

b. Expulsion. A Member of SERMA may be expelled according to the provisions and procedures of Article XVI of the Agreement and Bylaws.

c. Obligations of Withdrawing or Expelled Members. After any withdrawal or expulsion as provided herein, the former Member shall continue to be fully responsible and obligated for its portion of covered claims and expenses against SERMA, which covered claims were incurred during the term of membership, along with any other unfulfilled obligations, and shall be entitled to a return of surplus as provided in this Agreement, and the Bylaws, as if it were still a member of SERMA. The withdrawing or expelled Member shall, after withdrawal or

expulsion, no longer be entitled to participate or vote as a member of the Board of Directors of SERMA.

ARTICLE XIX - CONTINUED EXISTENCE OF THE BROWARD RISK MANAGEMENT ASSOCIATION ("BRMA") and THE FLORIDA INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION ("FIRMA")

The Members recognize and acknowledge that BRMA and FIRMA continue to exist, under valid interlocal agreements, as entities independent of SERMA for the purpose of administering the affairs, business, and obligations of each Association incurred through and including September 30, 1994. SERMA shall assume no liability, responsibility, or benefit whatever from the continued operation of BRMA and FIRMA. All resources, claims, liabilities and surplus fund balances of BRMA and FIRMA shall be legally and financially segregated from the resources and liabilities of SERMA.

ARTICLE XX - AMENDMENT OF AGREEMENT

Any amendment or modification to this Agreement shall be contained in a written document executed with the same formality and of equal dignity herewith. Any amendment or modification to be effective shall be approved by no less than a two-third (2/3) vote of approval of the governing bodies of the Members, and only upon the favorable recommendation of no less than two-thirds (2/3) vote of all Representatives of the Board of Directors.

ARTICLE XXI - SEVERABILITY

In the event that any provision of this Agreement shall be determined to be invalid and unenforceable by any court of competent jurisdiction, the remaining terms and conditions of this Agreement shall continue in full force and effect.

ARTICLE XXII - ENTIRE AGREEMENT

It is agreed among the parties that this Agreement shall comprise the entire agreement containing all terms and conditions agreed to among the parties, and no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

ARTICLE XXIII - EFFECTIVE DATE

This Agreement shall become effective and retroactive to October 1, 1994.

ARTICLE XXIV - EXECUTION

This Agreement shall be executed in eleven (11) counterparts, each of which shall be deemed an original.

ARTICLE XXV - FILING OF AGREEMENT

Pursuant to the requirements of Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerks of the Circuit Court in and for Broward County, Florida, and Palm Beach County, Florida.

FTL-122656.4

IN WITNESS WHEREOF, the CITY OF COCONUT CREEK has made and executed this Agreement on the 26th day of JANUARY, 1995, duly authorized by Resolution, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

John P. Kelly

ATTEST:

Angela C. Bender

APPROVED AS TO FORM:

Attorney

FTL-122656,4
11/30/94

IN WITNESS WHEREOF, the Town Council has made and executed this Agreement on the 17th day of January, 1994, duly authorized by Resolution, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

Joann Hatton

APPROVED AS TO FORM:

Betsy S. Burden
Attorney

FTL-122656.4
11/30/94

IN WITNESS THEREOF, The MAYOR OF THE CITY OF LAKE WORTH has made and executed this Agreement on the 10th day of February, 1995, duly authorized by Resolution 3-95, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

MAYOR

ATTEST:

City Clerk 6-19-95

APPROVED AS TO FORM:

City Attorney

IN WITNESS WHEREOF, the Village of North Palm Beach has made and executed this Agreement on the 12th day of January, 1998, duly authorized by Resolution, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

Mayor

ATTEST:

Village Clerk

APPROVED AS TO FORM:

Attorney

FTL-122656.4
11/30/94

This is a True Copy
IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the Village of North Palm Beach, Florida, this 21st day of March A.D. 1995

Village Clerk

IN WITNESS WHEREOF, the CITY OF OAKLAND PARK has made and executed this Agreement on the _____ day of _____ 1995, duly authorized by Resolution of the City, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

IN WITNESS WHEREOF, the PARKLAND CITY COMMISSION has made and executed this Agreement on the 18th day of JANUARY, 1995, duly authorized by Resolution, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

SAL PAGLIARA, MAYOR

ATTEST:

SUSAN ARMSTRONG, CITY CLERK

APPROVED AS TO FORM:

Attorney Andrew Maurodis

FTL-122656.4
11/30/94

EXHIBIT B

INTERLOCAL AGREEMENT FOR FINAL TERMINATION AND DISSOLUTION OF THE SOUTH EAST RISK MANAGEMENT ASSOCIATION

This is an Interlocal Agreement ("Agreement") effective as of _____, 2013, entered into by and among the CITY OF COCONUT CREEK, the CITY OF LAKE WORTH, the TOWN OF LAKE CLARKE SHORES, and the CITY OF PARKLAND, (collectively the "Current Members") each being a municipal corporation organized and existing under the laws of the State of Florida.

RECITALS

WHEREAS, the South East Risk Management Association ("SERMA") was established by Interlocal Agreement ("Initial Interlocal Agreement") effective October 1, 1994, by and among ten (10) Florida municipalities (later joined by the Town of Davie) (collectively, "Members", as defined in the Initial Interlocal Agreement) in order to provide for a cooperative intergovernmental risk management program among the Members; and

WHEREAS, as of September 30, 2008, SERMA was terminated pursuant to the provisions of Article VIb.10 of the Initial Interlocal Agreement and SERMA ceased to exist as an active risk management association; and

WHEREAS, the Current Members are the four (4) remaining Members of SERMA representatives of which currently comprise the membership of the Board of Directors of SERMA pursuant to Article XVII of the Initial Interlocal Agreement upon the general termination of SERMA effective as of September 30, 2008; and

WHEREAS, in addition to the Current Members, the following municipalities were signatories to the Initial Interlocal Agreement and were Members of SERMA during its term: the Town of Lake Park, the Town of Lantana, the Village of North Palm Beach, the City of Oakland Park, the City of Wilton Manors and the Town of Davie (the "Former Members"); and

WHEREAS, pursuant to Article XVII of the Initial Interlocal Agreement, and subsequent to the general termination date of September 30, 2008, the Board of Directors, comprised of representatives of the Current Members, has continued to meet as necessary to carry out the termination of the affairs of SERMA, including the settlement of all covered claims incurred during the term of SERMA; and

WHEREAS, the Former Members which have withdrawn from SERMA prior to its general termination as of September 30, 2008, have continued to maintain certain obligations and responsibilities pursuant to Article XVIIIc. of the Initial Interlocal Agreement; and

WHEREAS, it is the desire of the Current Members to provide for final dissolution of SERMA and to return all remaining open claims as of the date of dissolution to the Member and/or municipality from which the claim arose.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained and for the mutual welfare of all the governmental entities involved in SERMA, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Interlocal Agreement.

2. **Actions of Board of Directors**. As required by Article XVII – Termination of SERMA, the Board of Directors has continued to meet to carry out the termination of the affairs of SERMA, including the settlement of covered claims incurred during the term of SERMA. The Board has obtained and accepted an annual Independent Auditor's Report as of September 30, 2012 and has obtained an Actuarial Analysis relating to SERMA's reserve requirements, including IBNR, as of September 30, 2012.

3. **Administrator**. The parties hereto acknowledge that as of October 1, 2004 through the present time, SERMA has retained the services of Employers Mutual, Inc., a Florida corporation, now known as Ascension Benefits & Insurance Solutions of Florida (the "Company"), to manage the business affairs of SERMA and to administer its claims in accordance with the agreement entered into between SERMA and the Company (the "Administration Agreement"). The Administration Agreement shall terminate on and the Company's liabilities, duties and obligations pursuant to the Administration Agreement shall terminate on the Termination Effective Date (as defined below). After the Termination Effective Date, the Company shall have no further liability, duties or obligations to any Current Member of Former Member, including without limitation any duties or obligations with respect to any outstanding claims identified on Exhibit 1. For the avoidance of doubt, the Company shall have no obligation to generate reports or provide computer runs. Current and Former members will be responsible for the cost of returning all claims.

4. **List of Open Claims**. Attached hereto as Exhibit **1** is a list of open claims as of _____, 2013, for each Current and Former Member. Execution of this Interlocal Agreement constitutes concurrence as to the information contained in said Exhibit **1** by each affected Current or Former Member.

5. **Final Dissolution of SERMA.** The Current Members hereby agree to dissolve SERMA, which entity shall cease to exist or to carry out any further activities or obligations pursuant to the Initial Interlocal Agreement. Such final dissolution shall be effective only upon the execution of this Interlocal Agreement by the Current Members and consented to by no less than four (4) Former Members of SERMA, the Termination Effective Date.

Upon dissolution, and in accordance with the Actuarial Analysis hereinabove described, all assets, liabilities and retained earnings will be distributed to each Current and Former Member including a return of, among other items, cash and open and closed files. Attached as Exhibit **2** is a SERMA Retained Earnings Allocation Worksheet as of September 30, 2012, identifying contributions, expenses, retained earnings allocation, reserves, and cash. Execution of this Interlocal Agreement shall constitute acceptance of

and agreement with the methodology in which to return all assets, liabilities and retained earnings contained in said Exhibit **2** by each Current or Former Member. It is noted that these assets, liabilities and retained earnings are ever changing as claims and expenses are paid. The final distribution is to be determined on said Termination Effective Date. Note that reinsurance recoveries and assets from SBA Fund B will be distributed as received.

6. **Future Adjudication of Claims**. Each Current and Former Member recognizes that the outstanding claims as identified on Exhibit **1** will be returned to the Current or Former Member, which municipality will be individually liable for the adjudications, settlement and all costs and expenses associated with such claim or claims.

7 **Release**. (a) Each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges each and every other Current and Former Member, their officers and employees, from and against any and all claims, demands, judgments, costs, losses and causes of action, and suits, arising in law or equity, arising from, out of, or by reason of the Initial Interlocal Agreement or this Interlocal Agreement, including claims by third parties.

(b) In addition, each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorney's fees and cost) in law or equity, arising out of, from, or by reason of the initial Interlocal Agreement, this Agreement, and/or Administrative Agreement, including claims by third parties. The release set forth in this paragraph shall survive the termination of this Agreement and the termination of the Administration Agreement. All parties agree that the Company shall be, and is hereby, named as an express third party beneficiary of this agreement, with full rights as such. The provisions of this paragraph 7(b) are in addition to the provisions regarding release, indemnification, defense, and hold harmless of the Company set forth in the Administration Agreement, which provisions shall survive termination of the Administration Agreement.

8. **Soveriegn Immunity**. Nothing contained herein is intended nor shall it be construed to waive any of the rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **Status of Interlocal Agreement**. This Interlocal Agreement shall supersede any and all conflicting provisions of the Initial Interlocal Agreement or the Bylaws adopted by the Board of Directors dated November 14, 2006.

10. **Venue and Governing Law**. Any claim, objection or dispute arising out of this Interlocal Agreement shall be litigated in the judicial circuit of the defendant Current or Former Member. The validity, construction and effect of this Interlocal Agreement shall be governed by the laws of the State of Florida.

11. **Attorney's Fees**. The prevailing party shall be entitled to an award of reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party including reasonable appellate fees and costs.

12. **Severability**. Should any part, term or provision of this Interlocal Agreement be decided by the courts to be illegal or in conflict with any other law of the State of Florida or any other part of this Interlocal Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

13. **Entire Agreement**. It is agreed among the parties that this Interlocal Agreement shall comprise the entire agreement containing all terms and conditions agreed to among the parties, and no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

14. **Execution and Effective Date**. This Interlocal Agreement shall be effective upon the date that 2/3 (i.e. 8) of the Current and Former Members have either executed, or consented to, as applicable, this Interlocal Agreement.

15. **Counterpart Signatures**. This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

16. **Filing of Interlocal Agreement**. Pursuant to the requirements of Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Court in and for Broward County, Florida, and Palm Beach County, Florida.

IN WITNESS WHEREOF, THE CITY OF COCONUT CREEK has made and executed this Interlocal Agreement on the _____ day of _____, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

_____
City Clerk

By:_____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF LAKE WORTH has made and executed this Interlocal Agreement on the _____ day of _____, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

_____
City Clerk

By:_____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE CLARKE SHORES has made and executed this Interlocal Agreement on the _____ day of _____, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

_____
City Clerk

By:_____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF PARKLAND has made and executed this Interlocal Agreement on the _____ day of _____, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

_____
City Clerk

By:_____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

EXHIBIT 7

ASCENSION
Health Alliance Solutions
of Florida

BRMA, FIRMA, SERMA Open Claims as of 4/17/2013

Division Name	Claim LOB Code	Claim Type	Claim Number	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
City of Coconut Creek-SERMA	GC	GLPI	777000020945-001	8/6/2004	FALCONER, STEPHANIE	$22,794.50	$23,705.50	$46,500.00	O
City of Coconut Creek-SERMA	GC	GLPI	GC777-82007079752	7/20/2007	Umana, Sebastian	$32,658.51	$4,953.06	$37,611.57	OL
City of Coconut Creek-SERMA	VA	BI	777000018674-002	11/16/2002	ZABRISKIE, BEVERLY	$16,556.56	$35,943.44	$52,500.00	R
City of Coconut Creek-SERMA	VA	BI	777000020898-001	7/27/2004	GIGLIO, CAROLE	$48,505.95	$127,854.05	$176,360.00	OL
City of Coconut Creek-SERMA	WC	BLT	7771010016558	8/15/2002	MARKLAND, ROBERT	$33,445.86	$68,554.14	$102,000.00	OL
City of Coconut Creek-SERMA	WC	BLT	7771050020951	4/24/2006	KHAN, ZAHID	$2,443.79	$597,212.57	$599,656.36	R
City of Coconut Creek-SERMA	WC	BLT	WC777-82007028228	5/29/2007	HARRISON, WILLIAM	$1,063.47	$62,392.56	$63,456.03	R
City of Coconut Creek-SERMA	WC	BLT	WC777-82007079776	11/4/2007	WHITFORD, RYAN	$4,969.80	$40,680.20	$45,650.00	O
City of Coconut Creek-SERMA	WC	BLT	WC777-82007080136	12/28/2007	THIVENER, KATHRYN	$36,696.93	$85,303.07	$122,000.00	OL
City of Coconut Creek-SERMA	WC	BLT	WC777-82008080799	3/20/2008	MARKLAND, ROBERT	$23,696.44	$75,953.56	$99,650.00	OL
City of Coconut Creek-SERMA	WC	LT	7771000018167	2/18/2001	COPPOLA, DOMINIC	$64,431.83	$94,068.17	$158,500.00	O
City of Coconut Creek-SERMA	WC	LT	7771030019727	6/22/2004	HARTNETT, JAYNE	$23,599.28	$153,900.72	$177,500.00	O
City of Coconut Creek-SERMA	WC	LT	7771040020022	11/22/2004	CRISPIN, ROBERT	$11,429.33	$113,080.67	$124,510.00	O
City of Greenacres-FIRMA	WC	BLT	1770870002399	5/25/1987	MARR, KENNETH	$110,729.39	$951,668.76	$1,062,398.15	O
City of Greenacres-FIRMA	WC	LT	1770870002722	11/9/1987	KATZ, STEFAN	$25,768.67	$155,322.03	$181,090.70	R
City of Lake Worth-SERMA	WC	BLT	7771030019754	6/29/2004	HANYECZ, APRIL	$25,300.84	$153,090.80	$178,391.63	R
City of Lake Worth-SERMA	WC	BLT	7771050020970	6/24/2006	BARRETT, ROBERT	$26,980.82	$85,319.18	$112,300.00	O
City of Lake Worth-SERMA	WC	BLT	7771060021220	12/29/2006	OWENS, SANDRA	$117,426.50	$139,573.50	$257,000.00	O
City of Lake Worth-SERMA	WC	BLT	WC777-72007074335	9/1/2007	MARTIN, ELAINE	$27,731.07	$92,122.93	$119,854.00	O
City of Lake Worth-SERMA	WC	LT	7770970016722	9/29/1998	WALDRON, CATHY	$19,235.78	$154,364.22	$173,600.00	O
City of Lake Worth-SERMA	WC	LT	7771010018242	12/21/2001	REESE, RUSSELL	$27,171.57	$75,838.43	$103,010.00	O
City of Lake Worth-SERMA	WC	LT	7771020018717	12/17/2002	ESTIME, GUEROLD	$4,062.96	$55,531.75	$59,594.71	R
City of Lake Worth-SERMA	WC	LT	7771020019121	9/4/2003	SPEERIN, GEORGE	$69,936.77	$154,363.23	$224,300.00	O
City of Lake Worth-SERMA	WC	LT	7771060021173	10/30/2006	HAMPSHIRE, PATRICK	$51,785.83	$326,524.17	$378,310.00	O
City of Lake Worth-SERMA	WC	M	7770990017568	6/27/2000	BLOCK, WILLIAM	$12,225.61	$22,974.39	$35,200.00	O
City of Lake Worth-SERMA	WC	M	7771050021264	12/10/2005	WHITE, KENNETH	$41,688.59	$25,811.42	$67,500.00	O
City of Lake Worth-SERMA	WC	M	WC777-72008081208	5/14/2008	NEVAD, JAMES	$1,903.22	$1,096.78	$3,000.00	R
Town of Davie-SERMA	WC	BLT	7771050020842	3/29/2006	RUBIN, KEITH	$67,520.10	$197,089.90	$264,610.00	O
Town of Lake Clarke Shores-SERMA	WC	BLT	WC777-82008082052	8/30/2008	ZIPNICK, CLIFFORD	$4,107.00	$70,593.00	$74,700.00	O
Town of Lake Park-FIRMA	WC	LT	1770890004342	3/27/1990	KARL, MATTHEWS	$81,702.43	$900,733.09	$982,435.52	O
Village of North Palm Beach-SERMA	WC	BLT	7771040020161	2/27/2005	MATTINO, SALVATORE	$57,828.22	$59,171.78	$117,000.00	O

Village of North Palm Beach-SERMA	WC	LT	7771020018859	3/24/2003	FEDAK, RICHARD		$58,008.35	$941,991.65	$1,000,000.00	O
			Count : 32			**Sum:**	**$1,153,405.95**	**$6,046,782.72**	**$7,200,188.67**	

EXHIBIT 2

SERMA
Retained Earnings Allocation Worksheet
(As of September 30, 2012

Member	Enter Date	Term Date	Contributions From Inception	Expense Allocation, Net of Investment Income	Retained Earnings Allocation	IBNR Allocation	Reserves	Cash To Be Distributed
City of Coconut Creek	Inception	9/30/2008	12,713,745	12,423,531	290,214	196,145	333,676	820,035
City of Lake Worth	Inception	9/30/2008	30,724,287	30,285,058	439,229	448,235	522,090	1,409,554
City of Oakland Park	Inception	9/30/1997	2,395,568	2,254,769	140,799	-		140,799
City of Parkland	Inception	9/30/2008	4,341,229	4,177,727	163,502	68,648		232,150
City of Wilton Manors	Inception	9/30/1996	466,082	369,687	96,395	-		96,395
Town of Lake Clarke Shores	Inception	9/30/2008	919,269	898,040	21,229	11,201	4,989	37,419
Town of Lake Park	Inception	9/30/1996	597,686	471,192	126,494	-		126,494
Town of Lantana	Inception	9/30/2001	2,273,525	2,253,452	20,073	14,066		34,139
Village of North Palm Beach	Inception	9/30/2006	7,054,520	7,095,183	(40,663)	100,000	48,383	107,720
Town of Davie	10/1/2002	9/30/2006	12,025,897	12,238,470	(212,573)	255,415	70,604	113,446
		Totals	73,511,808	72,467,107	1,044,701	1,093,709	979,742	3,118,152

VNP deficit billing	40,663		
Davie deficit billing	212,573	2,461,334	Cash
R/E per F/S	1,297,937	140,661	SBA - Fund B
		532,157	Reinsurance Rec
		(16,000)	Accrued Expense
		3,118,152	Cash to be distributed

Board APPLICANTS

TAB 14

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 14

Agenda Title: Consideration of Erich Von Unruh as a Regular Member of the Planning and Zoning Board

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

Approved by Town Manager _____ **Date:** _____

Vivian Mendez – Town Clerk/Deputy Town Manager
Name/Title

Originating Department: **Mayor James DuBois**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **1) Board Member Application of Erich Von Unruh** **2) Mayor DuBois email**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: Pursuant to Ordinance 10-2013 adopted on August 21, 2013, in order for board membership applications to advance to a Commission agenda, a member of the Commission must nominate the applicant. On September 11, 2013 Mayor DuBois sent an email to staff requesting consideration of Erich Von Unruh to the Planning and Zoning Board as a regular member.

Recommended Motion: I move to nominate Erich Von Unruh as a regular member to the Planning and Zoning Board.

The Town of Lake Park

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Von Unruh, Erich, Rudolph
Last First Middle

Address: 622 Evergreen Drive

Telephone: home None work 561 615-0333 cell 561 596-4740

E-Mail Address ervdiver@comcast.net evonunruh@kirwanspellacy.com

	Yes	No
Are you a resident of Lake Park	☒	☐
Are you a non-resident business owner in Lake Park	☐	☒
Are you a registered voter (Response to this question is not mandatory)	☒	☐
Do you currently serve on a Town Board or Committee	☐	☒
If so, which one(s): _____		
Have you been convicted of a crime	☐	☒
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
☐	Code Compliance *	☑ 2	Tree Board
☐	CRA Board (Community Redevelopment Agency)	☑ 1	Planning & Zoning/Historic Preservation Board *
☐	Harbor Marina Advisory Board		
☐	Construction Board of Adjustments & Appeals	☐	Library Board

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

Your Name: Erich von Unruh

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

(1) The town mayor told me of an opening on the Planning and Zoning Board and I felt that I may be of some assistance because of my legal background, but more importantly, my long history of familiarity with the town where I was born in 1967. (See Background Page)

Number of Meetings of the above boards you have attended in the past six months: None

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

Palm Beach Gardens High School, Florida Atlantic College and NOVA Southeastern University

What is/was your profession or occupation: Insurance Defense Attorney

How long: 7 years.

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: My ability to read complicated legal documents, including Statutory law and Administrative Codes.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I was born at Good Samaritan Hospital in 1967 and spent the next 15 years growing up in Lake Park. My mother taught music at Lake Park Elementary and my Father at the Sunrise High School.

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

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

Signature: Erich von Unruh Date: 12/12/13

SUBMIT

1) I also picked the Tree Board as an alternative to Planning and zoning, should the town commission determine I was better suited to serve on that Commission. I also feel my long term experience of living and growing up in Lake Park has given me an appreciation of preserving and protecting the trees in our town.

Erich von Unruh
622 Evergreen Drive
Lake Park, Florida 33403
(561) 596-4740
evonunruh@kirwanspellacy.com **(Work)** ervdiver@comcast.net **(Home)**

EDUCATION

Nova Southeastern University, Shepard Broad Law Center, Fort Lauderdale, Florida
Juris Doctor May 2004

Honors: Member of Nova Southeastern Moot Court (2001)
Dean's List Fall (2001)

Activities: Second Place Finalist of the 2001 Feinrider Intramural Upper-Class Moot Court Competition (2001)
Elected to Board of Editors for Moot Court Winter (2002)
Re-Elected to Board of Editors for Moot Court Winter (2002-2003)
Moot Court team member for Technology and Privacy Competition (2002)
Moot Court team member for YLS Competition (2003)
Elected to Executive Board Position as Travel Teams Coordinator for Moot Court (2003-2004)

Florida Atlantic University, Boca Raton, Florida
Bachelor of Arts, Major in Political Science and a Minor in Business Administration, May 2000

Honors: Graduated Cum Laude
Alpha of Florida Alumni Chapter Phi Theta Kappa Scholarship Recipient (1998)
Dean's List (1999)
Member of Pi Sigma Alpha (2000)

Activities: Alpha of Florida Phi Theta Kappa (1998-2000)

Palm Beach Community College, Palm Beach Gardens, Florida
Associate in Arts, May 1998

Honors: Graduated with Presidential Honor
President's List January (1997)
President's List May (1997)
Honors Option Contract February (1998)
Dean's List May (1998)
Gold Level of Phi Theta Kappa

Activities: Member of Alpha Gamma Sigma Chapter of Phi Theta Kappa

EXPERIENCE

May 2006-Present

Kirwan, Spellacy & Danner, P.A.

- Associate
- Have been involved in the following types of cases and claims;
- Personal Injury Protection cases
- Homeowners cases
- Subrogation claims
- Bodily Injury Claims
- Uninsured/Underinsured Claims
- General Liability
- Financial Affidavits
- Settlements with Minor's
- Examinations Under Oath

May 2003-May 2006

Kirwan & Spellacy, P.A.

- Work as law clerk for Partner, Shawn Spellacy, Esq.
- Researched applicable law and drafted memoranda.
- Prepared Response to Request for Production Documents.
- Drafted Answers to Interrogatories
- Drafted Answers to Admissions
- Drafted Motions for Summary Judgment
- Drafted Witness and Exhibit Lists
- Prepared Memorandum on Medical Summaries
- Drafted several letters to clients with questions and/or instructions.
- Reviewed files and drafted memoranda as requested by Senior Partner.

November 2002-May 2003

Green, Murphy, Wilke, Murphy and Spellacy, P.A.
Boca Raton, Florida

- Worked as law clerk for Partner, Shawn Spellacy, Esq.
- Researched applicable law and drafted memoranda.
- Prepared Response to Request for Production Documents.
- Drafted Answers to Interrogatories
- Drafted Answers to Admissions
- Drafted Motions for Summary Judgment
- Prepared Memorandum on Medical Summaries

- Drafted several letters to clients with questions and/or instructions.
- Reviewed files and drafted memoranda as requested by Senior Partner.

August 2002-September 2002

Stuart B. Klein, Esq.
West Palm Beach, Florida

- Researched applicable law and drafted memoranda.
- Prepared Response to Request for Production Documents.
- Drafted several letters to clients with questions and/or instructions.
- Reviewed files and drafted memoranda as requested by Senior Partner.
- Prepared confidentiality agreement and non-compete agreements.
- Prepared demand letter.

May 2001-August 2001

State Attorney of Palm Beach County
West Palm Beach, Florida
Pro Bono Intern, Summer 2001

- Researched applicable law and drafted memoranda.
- Reviewed deposition videos and transcripts and drafted memoranda.
- Observed trials and attorney meetings with witnesses and victims and drafted memoranda.
- Helped gather information needed for trial for the attorneys.

October 1986-November 2000

Gold Coast Video
Juno Beach, Florida
Owner and Manager

- Responsible for the day to day operation which included hiring, training and overseeing employees.
- Preparing budgets and advertising plans and overseeing their implementation.

1994

Roman Holiday Charters
Riviera Beach, Florida
Divemaster

- Responsible for briefing divers before dive.
- Responsible for leading the dive and diver safety throughout the charter.

COMPUTER SKILLS:	Extensive computer knowledge, including: MS Word, Corel WordPerfect, WestLaw, LEXIS, Time Matters, Timeslips, Florida Law Weekly, Microsoft Outlook, e-mail and internet.

Vivian Mendez

From: James DuBois
Sent: Wednesday, September 11, 2013 3:40 PM
To: Dale Sugerman
Cc: Vivian Mendez
Subject: Board Application Agenda Proposals

Dear Dale,

Please accept this email as my request to include the following advisory board applicants on the next regular agenda:

Erich Von Unruh - Proposed to the next agenda for nomination to Planning and Zoning as a regular member.

Martin Schneider - Proposed to the next agenda for nomination to Planning and Zoning as a regular member .

Martin Schneider - Proposed to the next agenda for nomination to CRA as a member

Francois Ludie - Proposed to the next agenda for nomination to Library Board as an alternate member.

Gunny Francois - Proposed to the next agenda for nomination to Library Board as an alternate member.

Thank you, jdb

James DuBois
Mayor, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

jdubois@lakeparkflorida.gov
561-718-8989 Cell
561-881-3300 Main

TAB 15

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 15

Agenda Title: Consideration of Ludie Francois as an Alternate Member of the Library Board

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

Approved by Town Manager _____ **Date:** _____

Vivian Mendez – Town Clerk/Deputy Town Manager
Name/Title

Originating Department: **Mayor James DuBois**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **1) Board Member Application of Ludie Francois** **2) Mayor DuBois email**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: Pursuant to Ordinance 10-2013 adopted on August 21, 2013, in order for board membership applications to advance to a Commission agenda, a member of the Commission must nominate the applicant. On September 11, 2013 Mayor DuBois sent an email to staff requesting consideration of Ludie Francois to the Library Board as an alternate member.

Recommended Motion: I move to nominate Ludie Francois as an alternate member to the Library Board.

Town Of Lake Park
Town Clerk's Office

SEP 3 2013

RECEIVED

The Town of Lake Park

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Francois (Last) Ludie (First) Danielle (Middle)

Address: 721, West Jasmine Dr Lake Park Fl, 33403

Birthday: Month: 9 Day: 13

Telephone: home (347) 383-7071 work Same cell Same

E-Mail Address ludiefrancois@yahoo.com

	Yes	No
Are you a resident of Lake Park	☒	☐
Are you a non-resident business owner in Lake Park	☐	☒
Are you a registered voter (Response to this question is not mandatory)	☒	☐
Do you currently serve on a Town Board or Committee	☐	☒
If so, which one(s):		
Have you been convicted of a crime	☐	☒
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
☐	Code Compliance *	☐	Tree Board
☐ 3	CRA Board (Community Redevelopment Agency)	☐ 1	Planning & Zoning/Historic Preservation Board *
☐	Harbor Marina Advisory Board		
☐	Construction Board of Adjustments & Appeals	☐ 2	Library Board

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

Your Name: Ludie Danielle Francois

Please indicate the reason for your interest in your first and second choices:
My First choice is my Passion helping my Community To advance is what I've always wanted to do. I Believe Strongly In Education. No one can take Knowledge From an Individual.

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)
Palm Beach gardens high school. South university currently pursuing bachelor In health administration

What is/was your profession or occupation: office Administator

How long: about 6 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: I've always been in administration. Community outreach board member. Non profit organization President.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Youth Leader. Community Leader In the Haitian community. Non Profit fundraising In the States and in Haiti.

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

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

Signature: Ludie Date: 9-2-2013

SUBMIT

Vivian Mendez

From: James DuBois
Sent: Wednesday, September 11, 2013 3:40 PM
To: Dale Sugerman
Cc: Vivian Mendez
Subject: Board Application Agenda Proposals

Dear Dale,

Please accept this email as my request to include the following advisory board applicants on the next regular agenda:

Erich Von Unruh - Proposed to the next agenda for nomination to Planning and Zoning as a regular member.

Martin Schneider - Proposed to the next agenda for nomination to Planning and Zoning as a regular member .

Martin Schneider - Proposed to the next agenda for nomination to CRA as a member

Francois Ludie - Proposed to the next agenda for nomination to Library Board as an alternate member.

Gunny Francois - Proposed to the next agenda for nomination to Library Board as an alternate member.

Thank you, jdb

James DuBois
Mayor, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

jdubois@lakeparkflorida.gov
561-718-8989 Cell
561-881-3300 Main

TAB 16

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 16

Agenda Title: Consideration of Gunny Brutus as an Alternate Member of the Library Board

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

Approved by Town Manager _____ **Date:** _____

Vivian Mendez – Town Clerk/Deputy Town Manager
Name/Title

Originating Department: **Commissioner Rapoza**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **1) Board Member Application of Gunny Brutus** **2) Commissioner Rapoza email**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: Pursuant to Ordinance 10-2013 adopted on August 21, 2013, in order for board membership applications to advance to a Commission agenda, a member of the Commission must nominate the applicant. On September 11, 2013 Commissioner Rapoza sent an email to staff requesting consideration of Gunny Brutus to the Library Board as an alternate member.

Recommended Motion: I move to nominate Gunny Brutus as an alternate member to the Library Board.

The Town of Lake Park

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: BRUTUS Gunny
Last First Middle

Address: 624 BayBERRY Drive lake Park FL 33403

Telephone: home 404-890-0077 work 561-345-2000 cell 786-879-2357.

E-Mail Address brunutus@gmail.com.

	Yes	No
Are you a resident of Lake Park	☑	☐
Are you a non-resident business owner in Lake Park	☐	☑
Are you a registered voter (Response to this question is not mandatory)	☑	☐
Do you currently serve on a Town Board or Committee	☐	☑
If so, which one(s):		
Have you been convicted of a crime	☐	☑
If so, when? N/A where? N/A.		

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
☑ 1	Code Compliance *	☑ 4	Tree Board
☑ 5	CRA Board (Community Redevelopment Agency)	☐	Planning & Zoning/Historic Preservation Board *
☑ 3	Harbor Marina Advisory Board	☑ 2	Library Board
☐	Construction Board of Adjustments & Appeals		

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: GUNNY BRUTUS

Please indicate the reason for your interest in your first and second choices:
I Would like to Ensure quality development by Protecting the health, safety and Wellfare of All residents of the City of Lake Park

Number of Meetings of the above boards you have attended in the past six months: None

Your educational background: (High school, College, Graduate School or other training)
I'm a Professional Journalist with more than 20 years Experience. Speaking French, Creole (Haitian). I'm a Member of West Palm Beach Sheriff office. Volunteer

What is/was your profession or occupation: JOURNALIST, Professional Translator

How long: 20 years.

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: Host of many Radio Show in Miami, Orlando and West Palm Beach to ensure the Haitian Community have a clear understanding of the laws in these cities

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I'm a graduate of Citizen Mayor Academy, West Palm Beach Sheriff Office, Volunteen. Working With Catholic Charities to reduce Violence and Illeteracy

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

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

Signature: _____ Date: 08/11/2013

SUBMIT

Vivian Mendez

From: Kathleen Rapoza
Sent: Wednesday, September 11, 2013 8:39 AM
To: Vivian Mendez
Subject: Nomination

Good morning Vivian;

Do you have an application for Gunny Brutus for the Library Board? If so, I know him and would like to nominate him. If you can send it electronically,good, if not you can fax it to me or I will pick it up possibly this afternoon if I feel we'll enough today.

Thanks,

Kathy Rapoza
Commissioner. Lake Park

TAB 17

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 17

Agenda Title: Consideration of Ludie Francois as a Regular Member of the Planning and Zoning Board

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

Approved by Town Manager _____ **Date:** _____

Vivian Mendez – Town Clerk/Deputy Town Manager
Name/Title

Originating Department: **Commissioner O'Rourke**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **1) Board Member Application of Ludie Francois**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: Pursuant to Ordinance 10-2013 adopted on August 21, 2013, in order for board membership applications to advance to a Commission agenda, a member of the Commission must nominate the applicant. At the Special Call Commission Meeting of September 10, 2013, Commissioner O'Rourke requesting consideration of Ludie Francois to the Planning and Zoning Board as a regular member.

Recommended Motion: I move to nominate Ludie Francois as a regular member to the Planning and Zoning Board.

Town Of Lake Park
Town Clerk's Office

SEP 3 2013

RECEIVED

The Town of Lake Park

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Francois (Last) Ludie (First) Danielle (Middle)

Address: 721, West Jasmine Dr Lake Park Fl, 33403

Birthday: Month: 9 Day: 13

Telephone: home (347) 383-7071 work Same cell Same

E-Mail Address ludieFrancois@yahoo.com

	Yes	No
Are you a resident of Lake Park	X	
Are you a non-resident business owner in Lake Park		X
Are you a registered voter (Response to this question is not mandatory)	X	
Do you currently serve on a Town Board or Committee		X
If so, which one(s):		
Have you been convicted of a crime		X
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
☐	Code Compliance *	☐	Tree Board
☐ 3	CRA Board (Community Redevelopment Agency)	☐ 1	Planning & Zoning/Historic Preservation Board *
☐	Harbor Marina Advisory Board		
☐	Construction Board of Adjustments & Appeals	☐ 2	Library Board

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

Your Name: Ludie Danielle Francois

Please indicate the reason for your interest in your first and second choices:
My First choice is my Passion helping my Community To advance is what I've always wanted to do. I Believe Strongly In Education. No one can take Knowledge From an Individual.

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)
Palm Beach gardens high school. South university Currently Pursuing bachelor In health administration

What is/was your profession or occupation: office Administator

How long: about 6 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: I've always been in administration. Community outreach board member. Non profit organization President.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Youth Leader. Community Leader In the Haitian community. Non Profit fundraising In the States and in Haiti.

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

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

Signature: Ludie Date: 9-2-2013

SUBMIT

TAB 18

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 18

Agenda Title: Consideration of Martin Schneider as a Regular Member of the Planning and Zoning Board

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

Approved by Town Manager _____ **Date:** _____

Vivian Mendez – Town Clerk/Deputy Town Manager
Name/Title

Originating Department: **Mayor James DuBois**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **1) Board Member Application of Martin Schneider** **2) Mayor DuBois' email**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: Pursuant to Ordinance 10-2013 adopted on August 21, 2013, in order for board membership applications to advance to a Commission agenda, a member of the Commission must nominate the applicant. On September 11, 2013 Mayor DuBois sent an email to staff requesting consideration of Martin Schneider to the Planning and Zoning Board as a regular member.

Recommended Motion: I move to nominate Martin Schneider as a regular member to the Planning and Zoning Board.

Town Of Lake Park
Town Clerk's Office

APR - 2 2013

RECEIVED

The Town of Lake Park

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Schneider, Martin Al
Last First Middle

Address: 632 Park Avenue, Lake Park, FL

Telephone: home 561-848-1338 work 561-741-2290 cell 561-317-0809

E-Mail Address mschneid44@gmail.com

	Yes	No
Are you a resident of Lake Park	✔	
Are you a non-resident business owner in Lake Park		✔
Are you a registered voter (Response to this question is not mandatory)	✔	
Do you currently serve on a Town Board or Committee		✔
If so, which one(s):		
Have you been convicted of a crime		✔
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
☐	Code Compliance *	☐	Tree Board
☐ 2	CRA Board (Community Redevelopment Agency)	☐ 1	Planning & Zoning/Historic Preservation Board *
☐	Harbor Marina Advisory Board		
☐	Construction Board of Adjustments & Appeals	☐	Library Board

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

Your Name: Martin Schneider

Please indicate the reason for your interest in your first and second choices:
I would like to be more involved in the community, and as a professional planner I believe my expertise would be helpful to the Town.

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)
Graduate School (Masters degree)

What is/was your profession or occupation: Planner

How long: 25 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: I am currently a senior planner with the Town of Jupiter. I have been a planner in south Florida for over 25 years.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I have been involved with all aspects of site plan reviews, land use and zoning amendments, zoning text amendments, master plans, and redevelopment plans, and have presented findings to City Councils, CRA boards, and Planning and Zoning boards.

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

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

Signature: _____ Date: 04/01/13

SUBMIT

Martin A. Schneider, AICP

(561) 317-0809
mschneid44@gmail.com

632 Park Avenue
Lake Park, FL 33403

Professional Planner and Project Manager with over 25 years experience working with South Florida municipalities on a variety of contemporary planning issues with emphasis on public outreach and consensus building, development review and compliance, economic development and redevelopment, green initiatives, and current and long-range planning.

- Directed numerous stakeholder participation projects – developed vision plans, neighborhood master plans, comprehensive plans, and code amendments.
- Promoted creative planning concepts and solutions to city councils, planning boards, city staff, reviewing agencies, and skeptical members of the public.
- Managed staff, budgets, timelines, and production for a wide-range of municipal planning projects.
- Coordinated with department heads, business owners, and residents to streamline and process development applications, business licensing, and code compliance issues.

PROFESSIONAL EXPERIENCE

Principal Planner/Project Manager

- Project management for Iler Planning, including supervising staff, producing and reviewing documents, estimating and tracking staff hours, and maintaining budgets for: Town of Davie Visioning and EAR-based amendments; City of Titusville Visioning and EAR; City of Cape Coral planning projects; and City of Miami Gardens land development regulations.
- Supervision of development review, land development code and comprehensive plan amendments, EAR preparation, annexation studies, neighborhood master plans, and other ongoing planning services for the City of Homestead. (Interim Planning Director for the City of Homestead, May – August 2005)
- Promotion of innovative planning projects to city councils and planning boards.
- Coordination of Request for Proposals responses, including shortlist presentations, production of proposals, and calculating project cost estimates.
- Facilitation of community visioning workshops and production of master plans, code revisions, and comprehensive plan elements for client cities.

Municipal Planner

Various planning positions with four South Florida municipalities (Town of Jupiter, City of Palm Beach Gardens, City of Coral Springs, and City of Hollywood)

- Administration of neighborhood partnership program including: writing commission memos, contracts, and license agreements; facilitating neighborhood meetings; and monitoring projects implemented through neighborhood grants.
- Coordination with Code Enforcement, Building Department, Business Services, and members of the business community and general public on code compliance, development review, zoning determination, and other planning and development issues.
- Management of development applications from initial submission through final adoption and final zoning inspection including: assisting applicants; coordinating interdepartmental review; writing staff reports, presenting findings to city councils and planning boards; drafting development order conditions, resolutions, and ordinances; and zoning compliance inspections.

Martin A. Schneider, AICP

(561) 317-0809
mschneid44@gmail.com

632 Park Avenue
Lake Park, FL 33403

- Management of traffic calming program including: coordinating with residents, police, and engineering consultants, analyzing traffic speed and volume studies, and facilitating traffic management team and neighborhood meetings.
- Direction of city-initiated land development regulation and comprehensive plan amendments from inception through adoption.
- Facilitation of Coral Springs' annual "Slice of the Springs" community meetings from inception through implementation involving city department heads, residential and business communities, and the City Commission.
- Development of a neighborhood vitality index analyzed through: crime statistics, property values, code enforcement violations, building permits issued, and other indicators.

EMPLOYMENT HISTORY

2012 – present	Town of Jupiter, Jupiter, FL **Senior Planner**
2009 – 2011	City of Palm Beach Gardens, Palm Beach Gardens, FL **Planner**
2004 – 2008	Iler Planning Group, Palm Beach Gardens, FL (Now: Iler Planning, Jupiter, FL) **Principal Planner**
2001 – 2004	City of Coral Springs, Community Development Division, Coral Springs, FL **Neighborhood Planning Analyst**
1999 – 2001	City of Hollywood, Community Planning Division, Hollywood, FL **Associate Planner**
1988 – 1999	FAU/FIU Joint Center for Environmental and Urban Problems, Fort Lauderdale, FL (Now: FAU Center for Urban and Environmental Solutions) **Researcher**

EDUCATION

1997 M.A., Urban Geography, Florida Atlantic University, Boca Raton, FL
1986 B.A., English, Florida Atlantic University, Boca Raton, FL

PROFESSIONAL AFFILIATIONS

- Certifications — American Institute of Certified Planners (AICP), 1997 – present
  Leadership in Energy and Environmental Design (LEED) Green Associate, 2011 – 2012
- Memberships — American Planning Association (National and State Chapters)
  Palm Beach County Planning Congress
- Special Affairs Coordinator, American Planning Association of Broward County, 2001-2002
- Board Member, Downtown Ft. Lauderdale Transportation Management Association, 1993-1999

PUBLICATIONS AND PRESENTATIONS

- Presented: "Challenges in Creating Community Indicators," with Lorraine Tappen, 2002 FAPA Conference in Key West.
- Published: Three articles on growth management, environmental issues, development regulations and community design in FAU's *Environmental and Urban Problems.*

Vivian Mendez

From: James DuBois
Sent: Wednesday, September 11, 2013 3:40 PM
To: Dale Sugerman
Cc: Vivian Mendez
Subject: Board Application Agenda Proposals

Dear Dale,

Please accept this email as my request to include the following advisory board applicants on the next regular agenda:

Erich Von Unruh - Proposed to the next agenda for nomination to Planning and Zoning as a regular member.

Martin Schneider - Proposed to the next agenda for nomination to Planning and Zoning as a regular member .

Martin Schneider - Proposed to the next agenda for nomination to CRA as a member

Francois Ludie - Proposed to the next agenda for nomination to Library Board as an alternate member.

Gunny Francois - Proposed to the next agenda for nomination to Library Board as an alternate member.

Thank you, jdb

James DuBois
Mayor, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

jdubois@lakeparkflorida.gov
561-718-8989 Cell
561-881-3300 Main

Ordinance on First Reading

TAB 19

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 19

Agenda Title: STAFF INITIATED REQUEST TO EXTEND THE LEGAL NON-CONFORMING SIGNAGE EXPIRATION DATE FOR SIGNS THAT DO NOT MEET THE TOWN'S CURRENT CODE REQUIREMENTS FROM MAY 31, 2014 TO JULY 5, 2016 IN SECTION 70-104(E) AND 70-104(E)(3) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES

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

Approved by Town Manager DSS **Date:** 9/20/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ 0** Funding Source: Acct [ ] Finance _____	**Attachments:** → **Ordinance 15-2013** → **Copy of Courtesy Letter from April 2011**
Advertised: Date: ***N/A on 1st reading*** Paper: [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ***ND*** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

In 2003, the Town of Lake Park signed an Interlocal Agreement with Palm Beach County (PBC), the Village North Palm Beach (NPB) and Palm Beach Gardens (PBG) to create the Northlake Boulevard Task Force and adopt guidelines along Northlake Boulevard from Interstate 95 to US-Highway 1. In doing so, the Northlake Boulevard Overlay Zone (NBOZ) was created in an attempt to share common zoning, landscaping, and signage guidelines and properly coordinate all issues related to the NBOZ between jurisdictions. In short, the NBOZ guidelines are a separate set of zoning code requirements for properties located on the south side of Northlake Boulevard in the Town of Lake Park.

Shortly after joining the Task Force in 2003, the Lake Park Town Commission decided to withdraw the Town from the Task Force and consequently withdrew from adopting the NBOZ guidelines. NPB, PBG and PBC adopted the NBOZ guidelines in 2003 which include a 10-year timeframe for non-conforming signs to come into compliance. It was only on July 5, 2006 that Lake Park rejoined the Task Force and adopted the NBOZ guidelines. Hence, Lake Park's 10-year compliance schedule only began on July 5, 2006, making Lake Park the only municipality participating in the Northlake Boulevard Task Force to establish a signage compliance date of July 5, 2016 and not 2013 similar to PBC, PBG and NPB. In recent years however, PBC, and PBG have extended their signage compliance date to 2014 in order to provide additional time to their property owners. NPB was able to deal with the issue early on and managed to eliminate their pole signs (for example) by providing financial assistance to their affected property owners.

This being said, The Town of Lake Park also has an overall signage Code regulating signage in the entire Town. Generally, when Codes have overlapping sections relating to the same issue, the more restrictive Code section applies. This overall signage Code, found in Chapter 70 of the Town Code of Ordinances, sets forth a May 31, 2014 compliance date for ALL non-conforming signs throughout the Town. This date was already extended once by a prior Town Commission from July 1, 2013 to May 31, 2014 given the previous economic downturn and the need to grant some relief to property owners. This one-year extension was approved through Ordinance 03-2011 and approximately 700 courtesy letters to ALL commercial property owners were mailed following the Ordinance approval on April 6, 2011. A copy of the courtesy letter which explains the action that took place is included with this agenda item.

In an attempt to further alleviate the strain to commercial property owners in ALL areas of the Town and most importantly afford property owners, including those located in the NBOZ, the same 10-year signage compliance timeline, staff is recommending that the non-conforming signage compliance date is extended to **July 5, 2016** in the overall signage Code in Article IV, Section 70-104(e) and (e)(4). The extension will also bring back the originally intended compliance date for property owners located within the NBOZ. *NO change to the permitted or prohibited signs is being proposed.*

Staff recommends approval.

Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. 15-2013 on first reading.

ORDINANCE NO. 15-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE IV, SECTION 70-104(e) AND (e)(3) OF CHAPTER 70 PERTAINING TO LEGAL NON-CONFORMING SIGNS; PROVIDING FOR THE EXTENSION OF THE AMORTIZATION DATE FOR LEGAL NON-CONFORMING SIGNS TO JULY 5, 2016; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has a comprehensive sign code which has been codified in the Town's Code of Ordinances at Chapter 70, Articles I through IV, and Sections 70-1 through 70-108; and

WHEREAS, the Town has adopted a Zoning District known as the Northlake Boulevard Overlay Zone (NBOZ); and

WHEREAS, the NBOZ provides that signs which exist within the NBOZ shall conform to the NBOZ sign Code regulations on or before July 5, 2016; and

WHEREAS, the Town's Code of Ordinances at Chapter 70, Articles I through IV, and Sections 70-1 through 70-108 require that non-conforming signs shall conform with the sign regulations on or before May 31, 2014; and

WHEREAS, the Town Commission has determined that it is appropriate to amend the regulations pertaining to the amortization of legal non-conforming signs contained in Chapter 70 to be consistent with the amortization schedule contained in the NBOZ; and

WHEREAS, the proposed compliance date is July 5, 2016.

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

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

Section 2. Chapter 70, Article IV, Section 70-104(e) and (e)(3) of the Town Code is hereby amended to read as follows:

Sec. 70-104. - Legal nonconforming signs.

(e)

Removal of legal nonconforming signs. Any sign which may become nonconforming as a result of these regulations or any amendment to these regulations may be continued in operation and maintained until ~~May 31, 2014~~July 5, 2016 as a legal nonconforming sign, provided however that this amortization period shall not apply to real estate signs, and provided that:

(1)

No structural alteration, enlargement or extension shall be made to a legal nonconforming sign unless the structural alteration, enlargement or extension will result in the elimination of the nonconforming features of the sign.

(2)

No sign shall be moved in whole or in part to any other location where it would remain nonconforming.

(3)

If a legal nonconforming sign is damaged or destroyed by any means except for intentional damage by the sign owner, to the extent that the repair value exceeds $500.00 at the time of the damage, the sign may not be rebuilt or used thereafter unless it complies with all of the provisions of this section. Damaged nonconforming signs which may not be reconstructed or repaired under the terms of this section shall be removed within 20 days after the damage or destruction occurs. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed $250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a $500.00 fine together an assessment of the town's administrative costs. In the event the damage or destruction is less than 50 percent of its replacement value at the time, the sign may be rebuilt to its original condition and may continue to be displayed,

provided however that all nonconforming signs must be replaced with a conforming sign on or before ~~May 31, 2014~~ July 5, 2016.

(4) Normal maintenance of legal nonconforming signs, including necessary nonstructural repairs and incidental work, which does not extend or intensify the nonconforming features of the sign, shall be permitted.

Section 3. Severability.

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

Section 4. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Repeal of Laws in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

Town of Lake Park

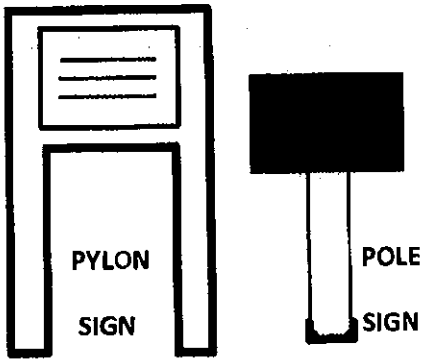
Community Development Department

May 13, 2011

COURTESY NOTICE

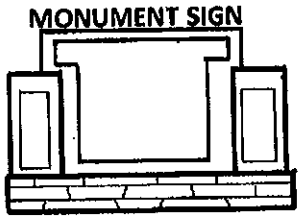
Dear Commercial Property Owners:

This is a courtesy notice/reminder that the Town's Sign Ordinance which was adopted in July 2008, included changes that affected some permanent signs throughout the Town. One significant modification to the sign code in 2008 was to prohibit ALL pole and pylon signs. Under current code requirements, only monument signs are permitted as permanent freestanding commercial signage.



NOT PERMITTED

Does not meet code requirements



PERMITTED

Is consistent with code requirements

The July 2008 Ordinance provided for a 5-year grace period in order to allow sufficient time for affected property owners to bring their signage into compliance. A July 1, 2013, date was established for compliance. Given the recent economic climate, the Town Commission recently approved an additional extension to May 31, 2014. <u>This means that all signs that do not meet current code requirements must be brought into compliance, or removed, by May 31, 2014</u>.

535 Park Avenue, Lake Park, Florida 33403 · 561-881-3318 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: NDiTommaso@lakeparkflorida.gov

For example, if your property has a pole sign standing 12 feet above ground, even though this sign may have gone through the appropriate permitting procedures, as of May 31, 2014, this sign will need to be modified or removed to meet current requirements.

Although the May 31, 2014 compliance date applies to ALL signs that do not meet our code requirements, those signs which will be directly affected are ALL pole and pylon signs. All other signs will be reviewed on a case-by-case basis.

WHY DID THE TOWN PROHIBIT POLE/PYLON SIGNS?

The Town is part of a Task Force known as the Northlake Boulevard Task Force, which includes The Town of Lake Park, City of Palm Beach Gardens, Village of North Palm Beach and Palm Beach County. As part of this Task Force, all jurisdictions collectively agreed to propose the elimination of pole/pylon signs in order to improve the aesthetics of Northlake Boulevard. In an attempt to come into compliance with the Task Force regulations and remain fair throughout the Town, the Town Commission adopted the new sign regulations in July 2008, which included the elimination of pole/pylon signs.

HOW CAN THE TOWN REQUIRE THE REMOVAL OF A STRUCTURE THAT IT PREVIOUSLY PERMITTED?

The Town is permitted to adopt any regulations it feels are necessary to improve the Town. All changes that are adopted by our Town Commission follow strict advertising procedures and are required to be noticed in the Palm Beach Post prior to adoption. This assures the general public is made aware of the proposed changes and is given the ability to come voice their opinion. Legally, once adopted, a compliance schedule is put into place to provide ample time to come into compliance. In this case, a 5-year compliance period was initially provided in 2008 and now an additional extension to May 31, 2014, has been granted for all affected signage.

Town of Lake Park

Community Development Department

WHAT TO DO NEXT?

No immediate action is required, although all non-conforming signs, mainly pole/pylon signs, must be brought up to code or removed by May 31, 2014. Permits may be required, always inquire prior to performing any work.

HOW CAN I TELL IF MY EXISTING SIGN IS IN COMPLIANCE WITH THE CURRENT CODE?

Here are some examples:

- If you have a pole or pylon sign, it does NOT meet current code
- If your front wall sign square footage exceeds 1.5 times the length of the wall on which it is placed, it does NOT meet current code (for example if your front wall is 30 feet long, the maximum square footage permitted is 30 x 1.5 = 45 square feet)
- If your window signage covers more than 25% of each individual window pane, it does NOT meet code

If you require any further clarifications, or for more information, do not hesitate to contact me at the Community Development Department at (561) 881-3318. Thank you and have a great day.

Sincerely,

Nadia Di Tommaso

Community Development Director

535 Park Avenue, Lake Park, Florida 33403 - 561-881-3318 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: NDiTommaso@lakeparkflorida.gov

Ordinance on Second Reading

TAB 20

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 20

Agenda Title: ADOPTION OF A STAFF INITIATED TEXT AMENDMENT TO MODIFY CHAPTER 22, ARTICLE III, OF THE TOWN CODE OF ORDINANCES ENTITLED "MOBILE VENDORS" PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN

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

Approved by Town Manager DSS **Date:** 9/20/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ Legal Ad** Funding Source: **Town Clerk** Acct. **#106-48100** [ ] Finance _____	**Attachments:** ➔ **Ordinance 14-2013** ➔ **Legal Ad**
Advertised: Date: **09-22-2013** Paper: **Palm Beach Post** [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone__*ND*_____ or Not applicable in this case ____ **Please initial one**.

Summary Explanation/Background:

The original Mobile Vendor Ordinance was adopted in June 2010 under the *solicitation* Chapter 22 of the Town of Lake Park Code of Ordinances.

Over the past few months, staff has had several discussions internally about the current Mobile Vendor registration requirement. There is some confusion with the language as it is currently written and as it relates to individuals who simply come into Town to provide a service from a point of sale outside of the Town. Examples are: a housekeeper who comes in to clean a house; or a handyman who repairs a sliding glass door and does not need a permit to do so; or a landscaper who cuts

grass on a bi-weekly basis. If these individuals/companies are not selling their service from their motor vehicle, and are naturally registered elsewhere, whether it be through a Home Office Business Tax Registration or a Commercial Business Tax Registration, then staff's interpretation of the Ordinance is that they would not need a Mobile Vendor Registration. *Services* are performed at households every single day and it is unreasonable and impossible to assume that each and every *service* being performed would require a Mobile Vendor registration; however, in order to adequately capture this interpretation, the Ordinance needs to be modified slightly as proposed in the attached Ordinance to provide a clear enforcement mechanism for Mobile Vendors traveling the streets of the Town with the intent to "solicit", in other words "sell" from their motor vehicles. The existing language also serves to protect existing businesses in Town by placing distance separation requirements on Mobile Vendors selling food, merchandise or services similar to those sold by established businesses in Town who have a physical commercial location.

This being said, there are certain motor vehicles that do sell services from their motor vehicles, such as the Mobile Car Wash; Mobile Pet Grooming; and Mobile Marina Repair (for example) that may travel our streets in an attempt to sell their services. These vehicles would fall under our Mobile Vendor classification and would need to register. The landscaper, who cuts the lawn every week and either has a Home Office Business Tax Registration, or a Commercial Business Tax Registration, would not need to register as a Mobile Vendor for the *service* being provided in the Town of Lake Park from another point of sale.

Staff is proposing minor changes to the Code pursuant to the attached Ordinance to simply clear up this confusion. While the proposed changes do not affect how the Ordinance is currently being enforced and will not require any additional restrictions or requirements, the Ordinance will serve to provide some clarity as it relates to vehicles selling services (*requires a registration*) **versus providing services that were initiated from a point of sale other than the motor vehicle** (*does not require a registration*).

Town Commission Recommendation on 1st Hearing (09-18-2013): Unanimous approval 5-0.

Recommended Motion: I move to ADOPT Ordinance 14-2013 on second reading.

ORDINANCE NO. 14- 2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE TOWN CODE ENTITLED "MOBILE VENDORS; PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to solicitation in the Town, which have been codified at Chapter 22, of the Code of Ordinances; and

WHEREAS, Town staff has recommended to the Town Commission that Sections 22-103, 22-104, 22-105, 22-109, 22-110 and 22-111 of Chapter 22 be amended to provide additional guidelines, controls, and standards for mobile vendors within the Town; and

WHEREAS, the Town Commission, has reviewed the recommendations of staff and has determined that amending Chapter 22, Article III of the Code Town would further the public health, safety and general welfare.

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

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

Section 2. Chapter 22, Article III, Sections 22-103, 22-104, 22-105, 22-109, 22-110 and 22-111, of the Code of Ordinances of Town of Lake Park, Florida are hereby amended to read as follows:

Sec. 22-103. Exemptions.

The following activities, businesses, and/or persons, as such are commonly known, are exempt from coverage of this article, but this exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

(a) Newspaper couriers;

(b) Lemonade stands;

(c) Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located; or at a town sanctioned public outdoor green market;

(d) Delivery or distribution of food, goods, services or products ordered or purchased by customers from a source or point of sale other than a mobile ~~food~~ vehicle operated for the purpose of soliciting customers while traveling or while located on town streets or property;

(e) Delivery or distribution of food by or for any not-for-profit organization, governmental agency, or other charitable organization, including without limitation Meals on Wheels and the Food Bank; and

(f) Concessionaires as defined in this chapter, except that concession agreements with the town shall include health, sanitation and insurance requirements generally conforming to those established for similar businesses and vendors covered by this chapter.

Sec. 22-104. Limitation on activities permitted by mobile vendor license.

Mobile vendors shall not:

(a) Operate the motor vehicle in such a manner as to impede the normal usage of the arterial streets;

(b) Stop on the traveled portion of the street or within 50 feet from a corner to dispense food products;

(c) Stop in dangerous locations for dispensing ~~food~~ products or services, such as on streets with inadequate shoulders and restricted sight distance;

(d) Be operated on any arterial street during the peak hours of traffic, generally between 4:00 and 6:30 p.m.

Sec. 22-105. Application.

A person, firm, or corporation desiring to secure a license as a mobile vendor shall make application to the community development department. Such application shall be made on a form provided by the department, which at a minimum shall include:

(a) The name or names and address of the applicant;

(b) Vehicle license number of all vehicles from which the applicant proposes to conduct business;

(c) Description of the general type of food, service or merchandise to be sold if applicable;

(d) The place or places where the applicant proposes to engage in business;

(e) A letter from the Palm Beach County Health Department, certifying that the motor vehicle vending business has complied with health department regulations.

Sec. 22-109. Health regulations.

All mobile food-related vendors shall comply with all laws, rules and regulations regarding food handling, and all vehicles, equipment, and devices used for the handling, storage, transportation and/or sale of food shall comply with appropriate county and state regulations, as presently worded and as may be amended by law, in addition to any other rules and regulations respecting such vehicles, equipment, devices as may be established by state or local governments.

Sec. 22-110. Mobile vendor standards.

All mobile vendors licensed under this chapter shall conform to the following standards:

(a) *Geographical restrictions for food, service and merchandise sales.* No mobile vendor shall SELL a food, service or merchandise from his or her vehicle or conveyance:

(1) Within 400 feet of a public or private school grounds during the hours of regular school session, classes, or school-related events in said public or private school, except when authorized by said school; or

(2) Within 1,000 feet of the entrance to a business establishment which is open for business and is offering for sale the same or similar product as an item offered for sale by the mobile vendor; or

(3) Within 1,000 feet of a restaurant, cafe, deli or any type of eating establishment which is open for business; or

(4) Within 1,000 feet of a public park of the town where a town-authorized concession stand is located during times other than during the course of a public celebration except as approved by the town manager or designate; or

(5) Within 1,000 feet of town property where a town-authorized concession stand is located during the course of a public celebration when nonprofit organizations are permitted to engage in the sale of merchandise and food in such park; or

(6) Within any one block for more than one hour in any four-hour period, except this shall not apply in those situations where the mobile vendor is serving organized and sanctioned community-sponsored ball games at public parks and schools provided there is no town-approved concession in the park or at the school.

(b) No mobile vendor shall conduct business so as to violate any ordinances of the town, including those regulating traffic and rights-of-way, as now in effect or hereafter amended.

(c) No mobile vendor shall obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley, or any other public place by causing people to congregate at or near the place where food, service or merchandise is being SOLD OR OFFERED FOR SALE, or the service is being conducted.

(d) No customer shall be served on the street side of the mobile unit. Service by mobile vendors is limited to the curb side, or on authorized private property, when the mobile unit is on or abutting a public street.

(e) All mobile vendors shall provide garbage receptacles for customer use as may be needed.

(f) No mobile vendor shall locate his or her vehicle or other conveyance in such a manner as to cause a traffic hazard or obstruct a designated customer parking space.

(g) At the conclusion of business activities at a given location, the mobile vendor shall clean all the public way surrounding his or her vehicle of all debris, trash and litter generated by the vendor's business activities.

(h) All mobile vendors preparing food by cooking, frying or other means shall be equipped with at least one 2A-40-BC fire extinguisher.

(i) All mobile vendors shall conclude daily business activities at sunset.

Sec. 22-111. Mobile vendor insurance requirement.

No license shall be issued to a mobile vendor selling food, merchandise or services from a truck or other motor vehicle unless a certificate is furnished to the town showing that the mobile vendor is carrying the following minimum amounts of insurance:

(a) Public liability insurance in an amount of not less than $500,000 for injuries, including those resulting in death, resulting from any one occurrence, and on account of any one accident; and

(b) Property damage insurance in an amount of not less than $25,000 for damages on account of any one accident or occurrence.

Section 3. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

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

Section 5. Codification. The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance maybe renumbered or re-lettered to accomplish such.

Section 6. Effective date. This Ordinance shall take effect immediately upon passage.

The Palm Beach Post
Real News Starts Here

RECEIPT

Ad Name: 266873A

Ad ID: 266873

Original Ad ID:

Start: 09-22-2013
Stop: 09-22-2013
Issues: 1
Words: 217
Dimension .. 1 X 52
Color:

Editions:
PB Post Web
PB Post

LEGAL NOTICE OF PROPOSED ORDINANCE
TOWN OF LAKE PARK

Please take notice that on Wednesday, October 2, 2013 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

ORDINANCE NO. 14-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE TOWN CODE ENTITLED "MOBILE VENDORS"; PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
9-22/2013 #124633

Ad shown is not actual print size.

09/22/2013

Miscellaneous Notices

LEGAL NOTICE OF PUBLIC HEARING FOR SPECIAL EXCEPTION USE
APPLICATION - TOWN OF LAKE PARK

PLEASE TAKE NOTICE AND BE ADVISED that the Town of Lake Park Town Commission will hold a public hearing on Wednesday, October 2, 2013, at 6:30 p.m. or as soon thereafter as can be heard, in the Lake Park Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida for a Special Exception Use application filed by Offlease Automart LLC, for a Vehicle Sales with accessory vehicle repair shop establishment within the Commercial-1 Business District, for a property located at 1301 10th Street, in the Town of Lake Park, Florida.

All documents pertaining to said application are available in the Community Development Department, 535 Park Avenue, Lake Park, Florida, and may be reviewed by the public during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday, telephone number (561) 881-3318.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at (561) 881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post

9-22/ 2013 #123460

Palm Beach Post, The

09/22/2013

Miscellaneous Notices

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Please take notice that on Wednesday, October 2, 2013 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

ORDINANCE NO. 14-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE TOWN CODE ENTITLED "MOBILE VENDORS"; PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk

Town of Lake Park, Florida

PUB: The Palm Beach Post

9-22/ 2013 #124633

QUASI-JUDICIAL PUBLIC HEARING

TAB 21

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 21

Agenda Title: REQUEST BY OFFLEASE AUTOMART LLC TO ESTABLISH A VEHICLE SALES WITH AN ACCESSORY VEHICLE REPAIR SHOP ESTABLISHMENT FOR MINOR INSTALLATIONS WITHOUT THE USE OF HEAVY MACHINERY FOR REPAIRS, OR THE DRAINAGE AND/OR REFILLING OF VEHICLES WITH FLUIDS AT 1301 10TH STREET IN THE C-1 BUSINESS DISTRICT

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON __ READING
[X] NEW BUSINESS – RESOLUTION – PUBLIC HEARING/QUASI-JUDICIAL
[ ] OTHER

Approved by Town Manager DSS **Date:** 9/20/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ Legal Ad and Certified Mail** Funding Source: **Applicant** Acct. # **4714** [ ] Finance _____	**Attachments:** ➔ **Staff Report** ➔ **Resolution 34-10-2013** ➔ **Copy of Applicant's Application** ➔ **Copy of Legal Ad and Certified Letter** ➔ **Survey and Site Plan; Photometric Plan– *available as a separate file in the drop box***
Advertised: Date: **September 22, 2013** Paper: **Palm Beach Post** [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone__***ND – see notation in costs field*** or Not applicable in this case ____ **Please initial one**.

Summary Explanation/Background: PLEASE SEE STAFF REPORT.

Recommended Motion: I MOVE TO APPROVE THE PROPOSED SPECIAL EXCEPTION APPLICATION FOR A VEHICLE SALES WITH AN ACCESSORY VEHICLE REPAIR SHOP ESTABLISHMENT FOR MINOR INSTALLATIONS WITHOUT THE USE OF HEAVY MACHINERY FOR REPAIRS, OR THE DRAINAGE AND/OR REFILLING OF VEHICLES WITH FLUIDS AT 1301 10TH STREET IN THE C-1 BUSINESS DISTRICT.

TOWN LAKE OF PARK
TOWN COMMISSION
Meeting Date: October 2, 2013

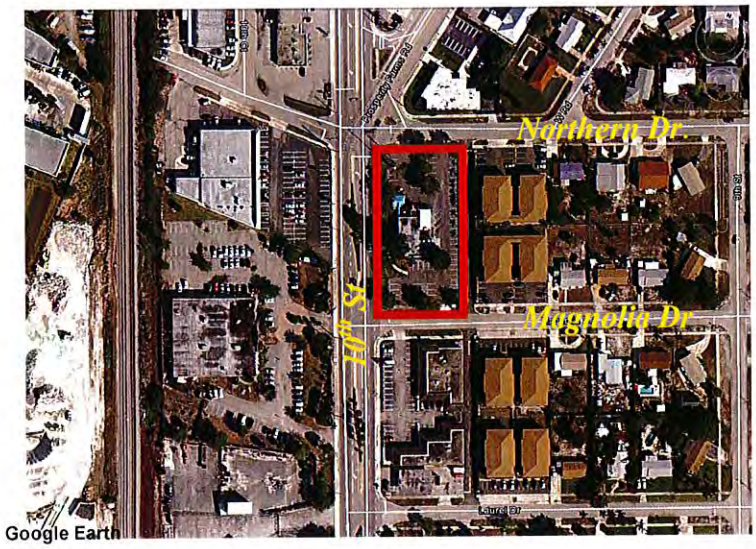
SPECIAL EXCEPTION APPLICATION BY OFFLEASE AUTOMART TO OPERATE A VEHICLE SALES WITH AN ACCESSORY REPAIR SHOP ESTABLISHMENT AT 1301 10TH STREET

APPLICANT'S REQUEST: Offlease Automart LLC (the "Applicant") has submitted an application for a Special Exception use of vehicle sales with the accessory use of vehicle repair (the Application) for the property located at 1301 10th Street ("Property" or "Site"). The existing building on the Site is proposed to be used as a sales office and customer service area. The covered outdoor area is proposed to be used as a hubcap and rim installation area without the use of heavy machinery other than hand-held and electrically-operated tools.

BACKGROUND:

Applicant(s):	Offlease Automart LLC
Property Owner(s):	Prime Plaza Inc.
Address/Location:	1301 10th Street
Net Acreage:	0.947
Legal Description:	KELSEY CITY LOTS 19 TO 30 INC BLK 79
Existing Zoning:	Commercial-1 (C-1)
Future Land Use:	COMMERCIAL

Figure 1: Aerial Image



Adjacent Zoning

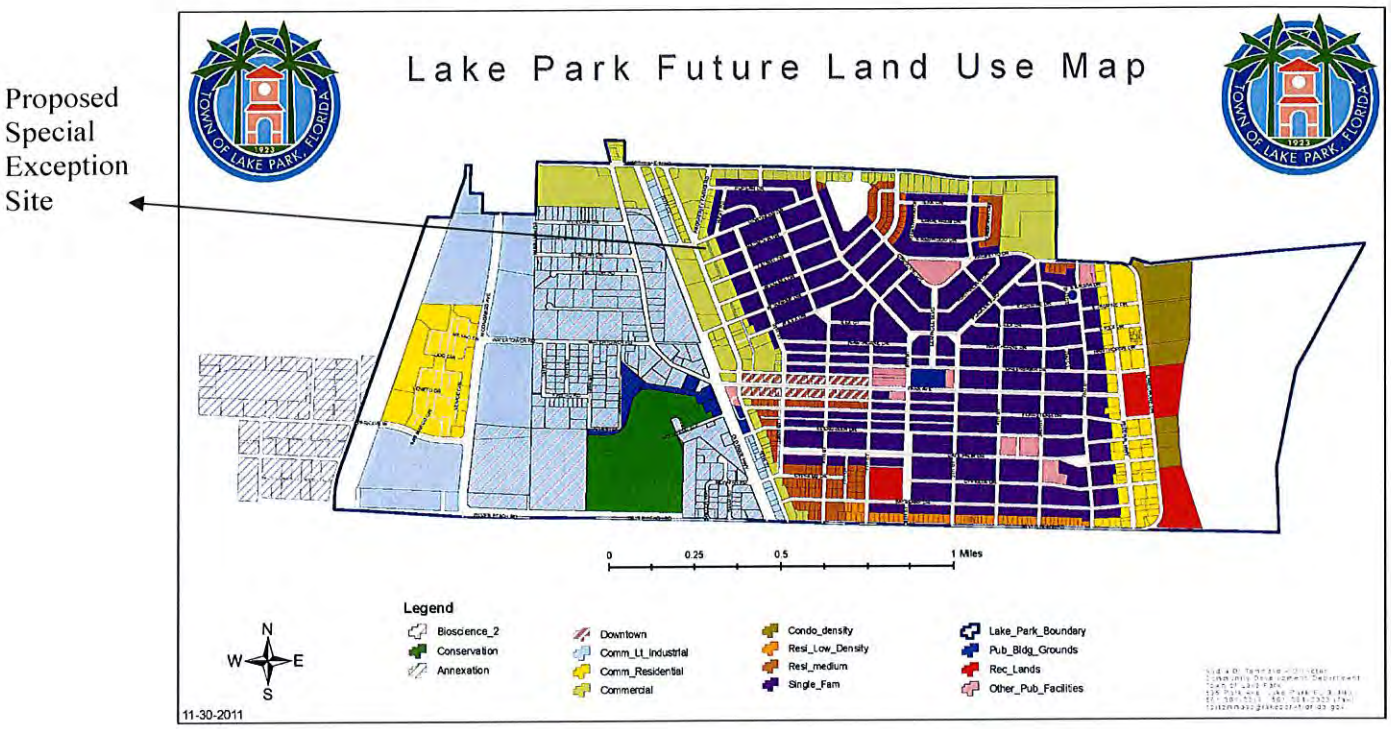
North:	Residential-3 (R-3)
South:	Commercial-1 (C-1)
East:	Residential-2 (R-2)
West:	Commercial-2 (C-2)

Figure 2: Town Zoning Map

Adjacent Existing Land Use

North:	Commercial
South:	Commercial
East:	Commercial
West:	Commercial

Figure 3: Town Future Land Use Map (FLUM)



I. SUMMARY OF APPLICATION

The Applicant is proposing to use the Site for the Special Exception use of vehicle sales with an accessory vehicle repair shop to be used as a hubcap and rim installation area without the use of heavy machinery other than hand-held and electrically-operated tools. The Site is located at 1301 10th Street and has a zoning designation of *C-1 Business District*. The Applicant proposes to sell vehicles and accessory parts for vehicles.

Existing Conditions

The existing building on the Site has been vacant for more than a year. The building on the Site was constructed in 1973 for use as a restaurant and has been used as such over the years. The C-1 Business District permits various commercial uses, including offices, retail shops, restaurants and vehicle-related uses. These uses currently exist upon surrounding parcels. While the Site also abuts a multi-family building immediately to the east, this use is a legal, non-conforming use because the underlying land use of the multi-family site is Commercial. There is a Town alleyway located offsite as can be seen on Figure 4 below and it includes a wall with hedge material. The adjacent site's east property line includes a fence with trees. All these components serve as a buffer between the non-conforming residential multi-family use and the Site (see Figure 4 below). Staff is also proposing as a condition of approval that additional palm trees be installed along the east landscape buffer as shown on the Site Plan. These trees would complete the landscape scheme and serve as additional buffer material. Additional photos of the existing structure and onsite landscaping can be seen in Figures 5 through 7.

Figure 4: View of alleyway from the north side

The picture above depicts the Town's alleyway as the buffer between the Site and the multifamily apartment complex seen to the rear of the property line. The demarcation line for the alley is the concrete wall with hedges on the residential property side and the wooden fence on the Site's property line.

Figure 5: View from 10th Street (west side)

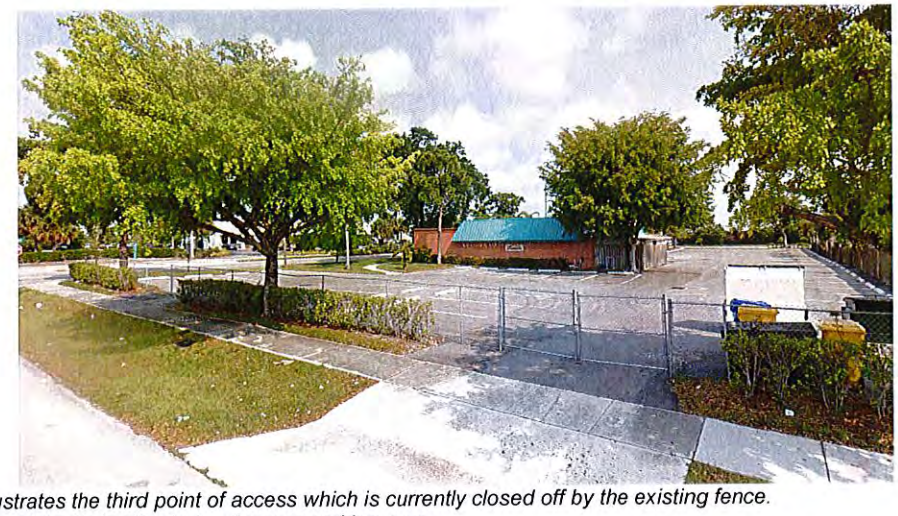
Above is a view of the Site from 10th Street. In addition to the heavy landscaping, the Applicant is proposing a fence to secure the lot. The fence will be placed behind the existing landscpaing per the code requirement.

Google Map

Figure 6: View from Northern Drive (north side)

The picture above shows the front of the building with two points of access and the existing sign.
Google Map

Figure 7: View from Magnolia Drive (south side)



Illustrates the third point of access which is currently closed off by the existing fence.
The picture also illustrates the rear parking area.

Google Map

II. ANALYSIS OF SPECIAL EXCEPTION CRITERIA

Staff has evaluated the Application against the six (6) criteria for Special Exception uses pursuant to Code Section 78-184. The Commission must determine that all six criteria must be met for an Applicant to be entitled a Special Exception Use.

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

Objective 1, Policy 1.5 of the Town's Future Land Use Element (FLUE) within the Town's Comprehensive Plan states the following:

> *The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service standards.*

CRITERIA MET.
The proposed Special Exception use would authorize a vehicle sales use with the accessory use of vehicle repairs. The business would operate in a building that has been vacant for more than one year. The previous use of the Site was a restaurant. The Applicant is proposing a use to a Site which is currently vacant and not contributing to the Town's tax base. The Site adjacent town-owned alleyway has a concrete wall and the Site has a fence and trees along the east side, all of which adequately buffer the proposed use from the adjacent non-conforming multi-family residential use. The Application is being reviewed by Mr. Masoud Atefi from the Palm Beach County engineering department regarding the traffic impacts on the surrounding properties. Mr. Atefi has provided verbal confirmation that the proposed use will not negatively affect the traffic in the surrounding area. A copy of the Applicant's traffic analysis which has been submitted to Palm Beach County is included with the special exception application that is enclosed.

Objective 5, Policy 5.2 of the Town's FLUE states:

> *The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions.*

CRITERIA MET.
The Site is currently underutilized because it has been vacant for more than a year. The Applicant proposes to occupy the Site with a commercial use.

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

CRITERIA MET
The Site has sufficient parking per the Town's Code requirements which requires the following breakdown:

Customer Service Parking Space Requirement:

*→One space for each 500 square feet of enclosed gross floor area (9 spaces required) AND one space per each 4,500 square feet of outdoor sales display (2 spaces required). A total of 11 customer service spaces are required and the Applicant is exceeding the requirement by providing **12** spaces.*

Employee Parking Space Requirement:

*→One space per employee of the shift of largest employment (3 spaces required). The Applicant is exceeding the requirement by providing **6** spaces.*

ADA Parking Space Requirement:

*→One accessible parking space is required. The Applicant is providing **one** space.*

A total of 15 customer service, employee and ADA spaces are required for the proposed use and the Applicant is exceeding the requirement by providing a total of 19 spaces. The remaining spaces onsite will be used for inventory, with the exception of three existing parking spaces along the east building wall which are conditioned to be removed in an effort to provide for better circulation (see conditions of approval in Section III of this Report).

The Boundary Survey and Site Plan submitted with the Application indicates that the building is 4,344 square feet, with an outdoor display area of 7,585 square feet. According to the Floor Plan submitted by the Applicant, most of the internal space of the building will be used for office, customer service area and restroom facilities (*see interior photos below*). The Applicant also proposes to incorporate perimeter fencing into the existing landscaping, with a mesh, to meet the Town's screening requirement for vehicle storage. The Site is landscaped; however, staff is proposing as a condition of approval that the Applicant incorporate a hedge line within the north and west landscape buffers, along with three additional shade trees within the east landscape buffer. The Applicant included this proposal on their Site Plan.

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

CRITERIA MET

The proposed Special Exception use is compatible with the character of the existing commercial uses along 10th Street, as it is in close proximity to multiple auto-related establishments and gas stations.

The Applicant intends to preserve the existing layout of the Site while incorporating the required parking on the exterior and defining the interior space to allow for a customer service area and a sales office (see the Applicant's floor plan included with the Applicant's Special Exception application). The building was constructed in 1974 and has historically been utilized as a restaurant with a full kitchen. The Applicant proposes to maintain the existing kitchen onsite, but will **not** be utilizing it as part of its motor vehicle operation. The Applicant is proposing to close-off the interior kitchen entrance as to not utilize it as part of the proposed motor vehicle business. The existing building on-site meets the Town's setback requirements.

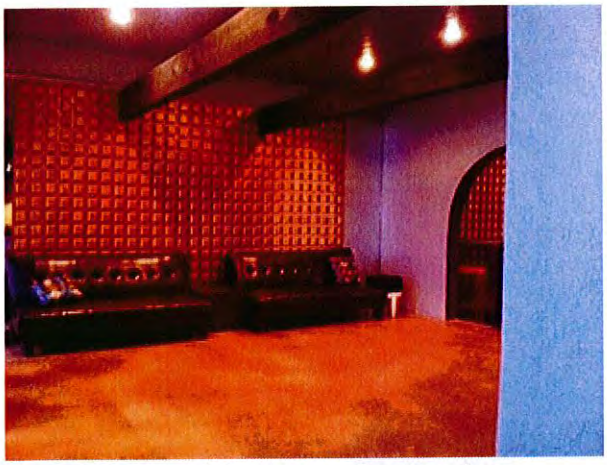
The Applicant's Photometric Plan included herein as Exhibit "A" demonstrates that there is adequate lighting onsite. The existing Florida Power & Light (FPL) light poles and light fixtures are located in the Town-owned alleyway, but were installed previously to provide lighting to the Site. The Owner controls the meter for these light fixtures and is responsible for their billing through FPL. The existing light shields mitigate illumination onto the neighboring multi-family residential complex. One added light fixture is being proposed for the northwest corner of the Site. This would allow the Applicant to meet the required illumination levels on this side of the Site. The Property Owner previously installed directional light fixtures on the Site to illuminate the Site's parking area. These lights have been inactive due to the building's abandonment; however, the Applicant is proposing to reactivate the light fixtures. The Applicant's Photometric Plan meets the Town's lighting requirements. In addition, the Applicant is proposing security cameras onsite to monitory its exterior inventory.

The Applicant's business hours of operation will be 9:30 A.M. to 8:00 P.M., Monday through Friday; 9:30 A.M. - 7:00 P.M. on Saturdays; and 12:00 P.M. - 5:00 P.M. on Sundays. These hours are similar to those of the other businesses along 10th Street.

Interior photos of building:

Proposed Customer Seating and Recreational Waiting Area

Proposed Customer Seating and Refreshment Bar Area



Proposed Customer Seating Area

Proposed Customer Seating Area

Proposed Finance/Insurance and Sales Office Area

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

CRITERIA MET

Currently, there are no other vehicle sales establishments in the C-1 or C-2 Business District along 10th Street in the immediate vicinity. While there are other vehicle-related establishments, these businesses are not engaged in vehicle sales.

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

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

   CRITERIA MET
   The Applicant's business is proposing to employ 3 people. The Site's interior space and exterior parking layout can accommodate the three employees and the expected number of customers.

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

   CRITERIA MET
   The proposed Special Exception use will not have operations that will generate excessive noise or odor. The Applicant proposes landscaping and a fence around the perimeter of the Site to prevent visual nuisances. The Applicant will not be conducting operations that require the use of oil or other chemicals onsite. A covered outdoor repair area which would be fenced and landscaped is proposed. This area would be used only for the installation of wheel hubcaps and rims without the use of heavy machinery. No other types of nuisances are expected to be generated by the proposed Special Exception use.

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

   CRITERIA MET
   The Application is being reviewed by Mr. Masoud Atefi from the Palm Beach County Engineering Department. Mr. Atefi has provided verbal confirmation that the prosed use would not negatively affect traffic in this area and the Applicant's traffic analysis which is included with their application indicates that the proposed use will have a lesser impact on traffic than the use previously operated onsite.

6. **That the proposed special exception use:**

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

   CRITERIA MET
   The Applicant is not adding or reducing light to the Site that would affect light or air to adjacent properties. The Application meets the lighting requirements of the Town Code with the proposal of an additional light fixture on the northwest corner. Based on staff's evaluation of the Photometric Plan submitted, the neighboring multi-family residential development will not be impacted by lighting from the Site. The Applicant does not have any operations that will affect the air quality.

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

CRITERIA MET
The proposed Special Exception use would not generate any negative impacts that will result in a decreased property value. The redevelopment of the Site may increase property values of adjacent properties.

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

CRITERIA MET
Neither the proposed use nor the proposed layout of the Site are expected to interfere with any future development or improvements in the surrounding area. Rather, the utilization of the Site may encourage additional redevelopment in the area.

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

N/A

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

CRITERIA MET
The existing Site layout will remain the same. The nature of the proposed Special Exception use does not require pedestrian amenities or benches and will be adequately serviced through the Town's Public Works department. The Site is able to accommodate pedestrians and bicyclists.

III. STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the proposed special exception use of "vehicle sales with an accessory vehicle repair shop" subject to the following conditions of approval:

(1) The Applicant shall develop the Property consistent with the following Plan submitted by Compass Surveying:

a. Boundary Survey and Site Plan referenced as Sheet 1 of 1, and prepared by Clyde O. McNeal PSM, signed and sealed 08/12/2013 and received and dated by the Town's Department of Community Development on 08/26/2013.

b. Photometric Plan prepared and signed and sealed by Ronald Levinson, P.E. on 08/27/2013 and received and dated by the Town's Department of Community Development on 08/27/2013.

(2) A thirty (30) inch hedge shall be installed within the north and west perimeter landscape buffers pursuant to the Site Plan. All perimeter hedge material, including the existing hedge material surrounding the outdoor covered area, shall be maintained at a minimum 5-foot height. Three additional palm trees at a minimum 12 foot height and 3-foot trunk diameter shall be installed within the east landscape buffer pursuant to the Site Plan.

(3) Three (3) existing parking spaces along the east building wall shall be removed per the Site Plan.

(4) The repair shop component of the special exception use shall be limited to minor installations only without the use of heavy machinery or fluids.

IV. PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board, at its September 12, 2013 meeting, unanimously approved the special exception use application with additional condition of approval (4) listed above relating to the repair shop component of the use.

RESOLUTION NO. 34-10-2013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR VEHICLE SALES WITH AN ACCESSORY REPAIR SHOP ESTABLISHMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Offlease Automart LLC, ("Applicant") has applied for a special exception use of vehicle sales with accessory repair shop and;

WHEREAS, the business is to be located at 1301 10th Street (Subject Property) in the Town of Lake Park, Florida (Town); and

WHEREAS, the Subject Property is currently owned by Prime Plaza, Inc. (Owner"); and

WHEREAS, the Subject Property is located within the Town's C-1 Business District, and

WHEREAS, the Town's Planning and Zoning Board has reviewed the Application and has made its recommendation to the Town Commission; and

WHEREAS, the Town Commission has conducted a quasi-judicial public hearing to consider the Application; and

WHEREAS, at this hearing, the Town Commission considered the evidence presented by the Town staff, the Applicant, and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan, the Special Exception criteria as set forth in Section 78-184, and the Town's Land Development Regulations, and

WHEREAS, at the hearing the Town Commission determined that certain conditions are necessary in order for the Application to meet the special exception criteria of Section 78-184, and the Town's Land Development Regulations; and

WHEREAS, the Applicant, the Property Owner, and their successors and assigns shall be subject to the conditions contained in Section 2 of this Resolution.

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

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

Section 2. The Town Commission hereby approves the request for a special exception use of a vehicle sales with accessory repair shop subject to the following conditions of approval:

(1) The Applicant shall develop the Subject Property consistent with the following plans:

a. Boundary Survey and Site Plan referenced as Sheet 1 of 1, and prepared by Clyde O. McNeal PSM, signed and sealed 08/12/2013 and received and dated by the Town's Department of Community Development on 08/26/2013.

b. Photomeric Plan prepared and signed and sealed by Ronald Levinson, P.E. on 08/27/2013 and received and dated by the Town's Department of Community Development on 08/27/2013.

(2) The Applicant shall install a 30 inch hedge within the north and west perimeter landscape buffers as indicated on the Site Plan. All perimeter hedge material, including the existing hedge material surrounding the outdoor covered area, shall be maintained at a minimum 5-foot height. The Applicant shall install three additional palm trees of at least 12 feet and having a 3-foot trunk diameter within the east landscape buffer as indicated on the Site Plan.

(3) The Applicant shall remove the striping of three existing parking spaces along the east building wall per the Site Plan.

(4) The repair shop component of the special exception use shall be limited to minor installations. The use of heavy machinery for repairs, or the drainage and/or refilling of vehicles with fluids is prohibited.

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

Commun...

AUG 2 6 2013

Revenue

Application Fee $1,250
Escrow $800.0

THE TOWN OF LAKE PARK
Community Development Department

APPLICATION FOR SPECIAL EXCEPTION REVIEW

Name of Applicant/Agent: OFFLEASE AUTOMART LLC

Address: 1301 10TH ST LAKE PARK FL 33403

PO BOX 530562 Lake Park FL 33403

Telephone: 561-236-8416 Fax:

E-mail address: JLEE69@BELLSOUTH.NET

X Owner _____ Agent (Attach Agent Authorization Form)

Owner's Name (if not applicant): C. FRANCOIS / PRIME PLAZA INC

Address: 65 SPANISH RIVER DR BOCA RATON FL 33431

Telephone: 561-704-0039 Fax:

E-Mail address:

Property Location: 1301 10TH ST LAKE PARK FL 33403

Legal Description: KELSEY CITY LOTS 19 TO 30 INC BLK 79

Property Control Number:

Future Land Use: COMMERCIAL Zoning: C-1

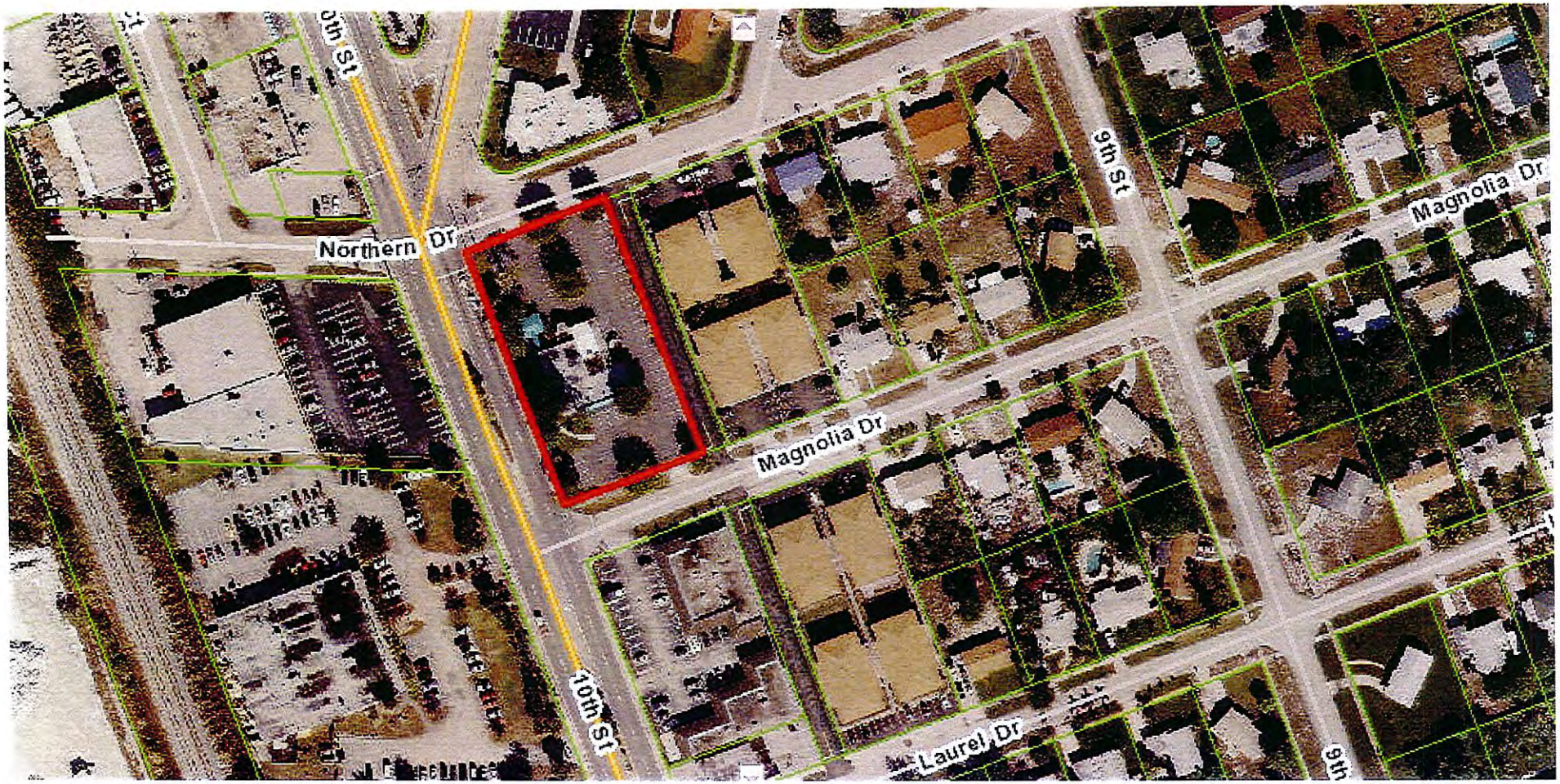
Acreage: 0.9 Square Footage of Use: 4500

Proposed Use: AUTO SALES AND REPAIR / ACCESSORY SALES

Adjacent Property

Direction	Zoning	Business Name	Use
North	C-1 + R-3	VALERO FUEL STATION	FUEL STATION
East	R-2	OPA BOLA SQUARE	RESIDENTIAL
South	C-1	CLAYTON SQUARE	MULTI BUSINESS
West	C-2	BONNETT AUTO SUPPLY	AUTO PARTS SALES

AERIAL IMAGE OF SITE



Palm Beach County Property Appraiser

1. ***Please discuss how the Special Exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.***

One of our goals is to generate public interest in coming to our property to purchase used vehicles. That will do several things. First it generates income for the business and also adds to the tax base of our town. Second it also generates interest in the city of Lake Park, with an influx of people coming to our location. They will also be around other business locations in the Lake Park area. Bennett Auto supply is next door, AAMCO transmissions are right next door, along with the gas station just to our north, just to name a few. This will provide additional business opportunities for the neighboring businesses'.

2. ***Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.***

Our location and business model in no way will effect or detour away from the already existing landscape or integrity of the building. The landscape will remain current and up to code. There will be no removal or destruction of the current landscape. There will be no removal of current parking spaces. All handicap spaces will remain, along with ample parking for all vehicles that enter the property. All of the outside structure and appearance will remain within all of the Town Codes. There will be a perimeter fencing of the property to insure that the property is well protected and secure at all times. The interior structure and integrity of the building will remain. There will be no construction or removal of walls or anything to destroy the inside of the building.

3. ***Please explain how the proposed Special Exception use is compatible with the character and use (existing and future) of the surrounding properties in its function ; hours of operation ; type and amount of traffic to be generated ; building locations ; mass ; and setback ; and other relevant factors peculiar to the Special Exception use and surrounding property.***

The compatibility of the business with the surrounding properties is very favorable to the growth of local business. The auto parts store right next door has the potential for tremendous growth. Pre-owned vehicles have a big need for auto parts and services that would be ideal for the auto parts business. The fuel station just to the north would be a primary location for us to use for our fueling needs, as most of our cars will require the need for fuel. The transmission business has the potential to add many opportunities for future business. Our hours of operation will coincide with all other local businesses in the area. Our hours of operation will be from 9:30am to 8:00pm Monday thru Friday, 9:30am to 7:00pm on Saturdays, and 12:00 to 5:00 on Sundays. The type and amount of traffic generated will be favorable for all in the area. With the amount and type of traffic that will be generated it will also have an effect on the so called "negative" activity in the area. The activity will detour away the undesirable activity that exists in the area now. This once again is in favor of all the businesses in the area. The building is also set back far enough that you won't have potential dangerous situations near the existing roadways. It is clear to see that the business will provide a potential for profit and benefit all surrounding businesses in the area.

4.***Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to the development or redevelopment of the area in which the Special Exception use is proposed to be developed.***

There will be no concentration or proliferation of the same type of Special Exception use because there are no auto dealers within the area. This will be in no way detrimental to the development or redevelopment of the area. In fact just the opposite, this will enhance the area, and will be favorable for the surrounding businesses and land owners for future development. It also will have the ability to entice future owners of businesses to consider the Town of Lake Park to be their home to build and grow future businesses.

5. ***Please explain how the Special Exception use does not have the detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the Special Exception use; (b) The degree of noise, odor, visual, or other potential nuisances factors generated by the Special Exception use; (c) The effect on the amount of flow traffic within the vicinity of the proposed Special Exception use.***

There will be no detrimental impact to the area based on persons using the property, because there will be a minimum staff and there will be no visible (other than walking around) activities within the sight of the surrounding properties. There will defiantly be no one residing at the property, so there is no concern there. There will be no variance in the degree of noise, as all of the business transactions will be taking place within the confides of the building and will not be subject to the outside. Since we will not be dealing or handling any chemicals or anything of that nature. There will be no unpleasant or disturbing odors ever coming from the property. Since all transactions will be done inside, the visual effect will be nonexistent and never a detriment or disturbing to existing businesses or residential property owners. The effect that the flow of traffic will have will be positive for all. Since the property will be gated and fenced all around there will be no "overflow" spilling out on the streets. This will also insure safety and security for all that enter. The additional traffic also equals to addition people, this again is potential for all surrounding businesses to obtain additional customers and potential business for future growth in their own line of business.

6. ***Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not deterrent to the improvement, development or redevelopment of surrounding properties in the accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and or bicycle parking.***

There would not be a reduction in light, but an actual enhancement in light. There will be additional lighting that we will install to enhance the property, and because our hours of operation will be within the normal business hours of the day. There will be no interference or contradiction to adjacent business owners or residential property owners in regards to lighting. So this is actually a positive for the surrounding businesses and property owners. As far as air adjacent properties, all existing properties on the property will remain unchanged. Property values will now have the potential to increase in the area, because there will be another successful business in the area that will entice and lure potential business owners, Making the potential for values of properties in the area to increase at greater speed than unused or vacant properties. With the existence of a successful business in the area, future development will now become more attractive and promising to new business owners. Since the property and business will be totally fenced in and secured, there will be no negative impact on any natural systems or any public facility. All pedestrian amenities will remain unchanged and kept up to existing codes. All handicap amenities will also remain unchanged and kept up to all existing codes.

August 6, 2013

I, Christian Hanover (Property Owner), authorize Mr. Dan Wynne and Jerry Lee of OffLeaseAutoMart (Business) to submit a Special Exception application and assume all procedural and financial responsibilities for the above-referenced application.

Christian Hanover

(Signature of Property Owner)

Kimberly B Rowley

KIMBERLY B. ROWLEY
MY COMMISSION # DD 953766
EXPIRES: June 22, 2014
Bonded Thru Notary Public Underwriters

8/6/2013

Notary Seal

Personally Known

Date / Identification Produced

The Town of Lake Park
Community Development Department

PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that the Town of Lake Park Code of Ordinances under Section 51-6 provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs can include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional staff time, cost of reports and studies, NPDES stormwater review and inspection costs, all engineering fees and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions please contact the Community Development Department at 561-881-3318.

I, Jerry Lee, have read and understand the regulations above regarding cost recovery.

Signature ~~of Property Owner~~ Applicant Date 8/26/13

535 Park Avenue, Lake Park, Florida 33403
Phone: (561) 881-3318 Fax: (561) 881-3323
Web Site: www.lakeparkflorida.gov

Commu...
AUG 2 6 2013
Develo...

N
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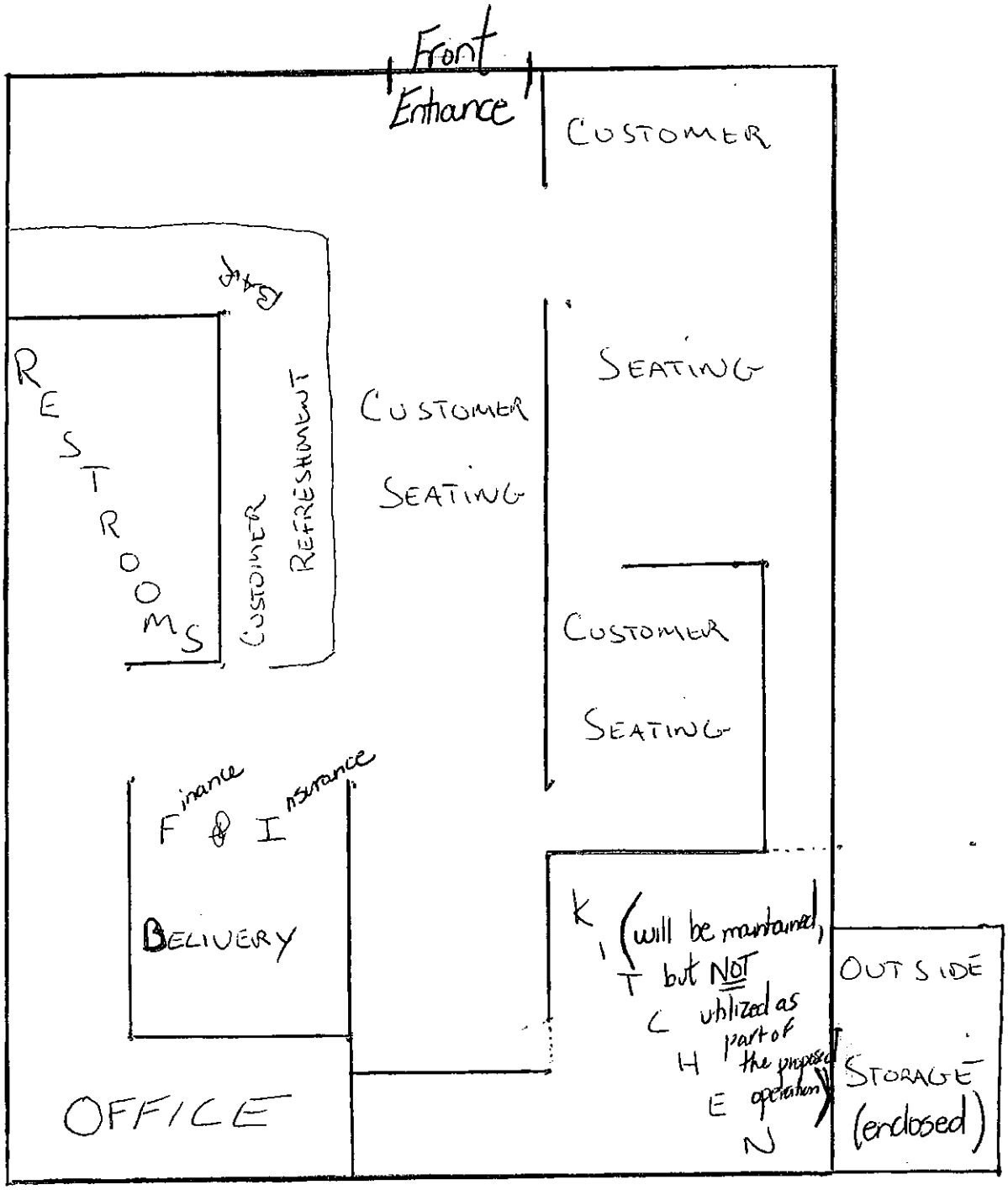
Northern Drive

10th Street



FLOOR PLAN

Community
SEP 06 2013
Development

MTP Group, Inc.
8401 Lake Worth Road, Suite 231
Lake Worth, FL 33467
Telephone: (561) 795-0678 Fax: (561) 795-0230
www.mtpgroup.net

September 4, 2013

Masoud Atefi, MSCE
TPS Administrator – Municipalities
Palm Beach County Traffic Division
2300 North Jog Road, 3rd Floor
West Palm Beach, Florida 33411

Re: Automobile Sale – Lake Park
PCN: 36-43-42-20-01-079-0190

Dear Mr. Atefi:

There is an application to convert an existing 4,500 square-foot building into a used automobile sale facility. The existing building has been in use within the past five years as a high turnover sit-down restaurant. The 0.95-acre site is located at 1301 10th Street in the City of Lake Park. The facility is expected to be operational as soon as approved, but no later than 2015.

MTP Group has been retained to prepare a Traffic Statement. This statement has been prepared to comply with the requirements of *Palm Beach County Traffic Performance Standards (TPS) Article 12 of the Palm Beach County Unified Land Development Code.*

Trip generation characteristics of the development have been determined using trip generation rates included in the *Palm Beach County Trip Generation Rates* table dated September 1, 2011. The most appropriate land use included in the table for the proposed use is new car sales. Therefore, trip generation characteristics of the proposed development have been evaluated based on those of new car sales. **Table 1** presents the trip generation characteristics of the proposed development while **Table 2** presents the trip generation rates used in the study.

TABLE 1
Trip Generation

Land Use	Amount	Daily Traffic	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed								
Car Sales	4,500	150	9	7	2	12	5	7
Pass-By	*15%*	*23*	*1*	*1*	*0*	*2*	*1*	*1*
Net Traffic - Proposed		127	8	6	2	10	4	6
Existing								
Restaurant	4,500	572	52	27	25	50	30	20
Pass-By	*43%*	*246*	*22*	*12*	*10*	*22*	*13*	*9*
Net Traffic - Existing		326	30	15	15	28	17	11
Net Traffic		***(199)***	***(22)***	***(9)***	***(13)***	***(18)***	***(13)***	***(5)***

Independent Variable:
New Car Sales: 1,000 square-feet
High Turnover Sit-Down Rest.: 1,000 square-feet

TABLE 2
Trip Generation Rates

Land Use	ITE Code	Daily Trip Gen.	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
New Car Sales	841	33.34	2.03	74%	26%	2.59	39%	61%
High Turnover Sit-Down Rest.	932	127.15	11.52	52%	48%	11.15	59%	41%

As presented in Table 1 above, the proposed development has the potential to reduce traffic impact from that already vested due to the existing use in the property.

Based on the requirements of *Palm Beach County Traffic Performance Standards*, the proposed development does not require a traffic study and should be approved.

Please, do not hesitate to contact me at your earliest convenience at (561) 795-0678 should you have any questions.

Sincerely,

MTP Group, Inc.

MARIA M. TEJERA
LICENSE
No. 44095
STATE OF FLORIDA
PROFESSIONAL ENGINEER
09/04/2013

Maria M. Tejera, P.E.
President

Florida Registration Number 44095
MTP Group Certificate of Authorization 6585

TOWN OF LAKE PARK
08/26/13 12:03 PM merryann

OFFLEASE AUTOMART

RECEIPT NO:A118611	AMOUNT
FMSD OFFLEASE AUTOMART	800.00
PLNES	
FMSD OFFLEASE AUTOMART	1,250.00
PLNRV	
PAYMENT RECEIVED	
CK 1009	2,050.00
TOTAL	2,050.00

DEPARTMENT OF COMMUNITY DEVELOPMENT
RECEIPTS TRANSMITTAL FORM

DATE: 08/26/13

RECEIVED FROM: Off Lease Auto Mart
Special Exception App.

		G/L ACCT#	AMOUNT
1.	PERMITS		
	(a) BUILDING PERMIT OR REVISION W/MINIMUM SURCHARGE	001-322.100	
	(b) BUILDING PERMIT OR REVISION - OTHER	001-322.110	
	(c) SURCHARGES (3% of permit fee, minimum amount $4.00)	001-208.300	
	(d) RE-INSPECTION OR RE-INSTATEMENT FEES / CHANGE OF CONTRACTOR	001-329.110	
	(e) SIGNAGE PERMIT	001-329.200	
2.	CONTRACTOR'S REGISTRATION	001-316.110	
3.	PAPER COPIES (_____) & BLUEPRINT COPIES (_____)	001-341.900	
4.	ADMINISTRATIVE COSTS FOR PUBLIC RECORDS REQUEST	001-341.905	
5.	GARAGE SALE PERMIT	001-369.100	
6.	SPECIAL EVENT PERMIT	001-322.500	
7.	CODE COMPLIANCE		
	(a) ADMINISTRATIVE COSTS	001-354-110	
	(b) FINES	001-354.100	
	(c) PARKING VIOLATIONS	001-354.130	
	(d) INTEREST	001-361.130	
	(e) BANK REGISTRATION FEE	001-342.520	
8.	REVIEW FEE SCHEDULE		
	(a) Reso. 36-10-11 # ____	001-342.510	1250
	(b) DEPOSIT - PLAN REVIEW ESCROW	001-220.100	800
	(c) PROJECT NAME: _____		
9.	BUSINESS TAX RECEIPTS		
	(a) ZONING CONFIRMATION & DETERMINATION / APPL. FEE (OCAFE)	001-316.120	
	(b) LICENSE FEES (OCCLI)	001-316.100	
	(c) TRANSFER FEE (OCCTF)	001-316.100	
	(d) OUTSIDE CONTRACTOR & EXTRA DECAL (OCCLI)	001-316.130	

TOTAL $ 2050

COMMENTS:

LEGAL NOTICE OF PUBLIC HEARING FOR SPECIAL EXCEPTION USE APPLICATION - TOWN OF LAKE PARK

PLEASE TAKE NOTICE AND BE ADVISED that the Town of Lake Park **Town Commission** will hold a public hearing on **Wednesday, October 2, 2013, at 6:30 p.m.** or as soon thereafter as can be heard, in the Lake Park Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida for a Special Exception Use application filed by Offlease Automart LLC, for a Vehicle Sales with accessory vehicle repair shop establishment within the Commercial-1 Business District, for a property located at 1301 10th Street, in the Town of Lake Park, Florida.

All documents pertaining to said application are available in the Community Development Department, 535 Park Avenue, Lake Park, Florida, and may be reviewed by the public during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday, telephone number (561) 881-3318.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at (561) 881-3311.

Town Clerk: Vivian Mendez
PUB: The Palm Beach Post – Sunday, September 22, 2013

The Palm Beach Post
Real News Starts Here

RECEIPT

Ad Name: 264454A

Ad ID: 264454

Original Ad ID:

Start: 09-22-2013
Stop: 09-22-2013
Issues: 1
Words: 233
Dimension.. 1 X 51
Color:

Editions:
PB Post Web
PB Post

LEGAL NOTICE OF PUBLIC HEARING FOR SPECIAL EXCEPTION USE APPLICATION - TOWN OF LAKE PARK

PLEASE TAKE NOTICE AND BE ADVISED that the Town of Lake Park Town Commission will hold a public hearing on Wednesday, October 2, 2013, at 6:30 p.m. or as soon thereafter as can be heard, in the Lake Park Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida for a Special Exception Use application filed by Offlease Automart LLC, for a Vehicle Sales with accessory vehicle repair shop establishment within the Commercial-1 Business District, for a property located at 1301 10th Street, in the Town of Lake Park, Florida.

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Town Clerk: Vivian Mendez
PUB: The Palm Beach Post
9-22/ 2013 #123460

Ad shown is not actual print size.

Palm Beach Post, The

09/22/2013

Miscellaneous Notices

LEGAL NOTICE OF PUBLIC HEARING FOR SPECIAL EXCEPTION USE APPLICATION - TOWN OF LAKE PARK

PLEASE TAKE NOTICE AND BE ADVISED that the Town of Lake Park Town Commission will hold a public hearing on Wednesday, October 2, 2013, at 6:30 p.m. or as soon thereafter as can be heard, in the Lake Park Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida for a Special Exception Use application filed by Offlease Automart LLC, for a Vehicle Sales with accessory vehicle repair shop establishment within the Commercial-1 Business District, for a property located at 1301 10th Street, in the Town of Lake Park, Florida.

All documents pertaining to said application are available in the Community Development Department, 535 Park Avenue, Lake Park, Florida, and may be reviewed by the public during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday, telephone number (561) 881-3318.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at (561) 881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post

9-22/ 2013 #123460

Palm Beach Post, The

09/22/2013

Miscellaneous Notices

LEGAL NOTICE OF PROPOSED ORDINANCE

TOWN OF LAKE PARK

Please take notice that on Wednesday, October 2, 2013 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

ORDINANCE NO. 14-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE TOWN CODE ENTITLED "MOBILE VENDORS"; PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk

Town of Lake Park, Florida

PUB: The Palm Beach Post

9-22/ 2013 #124633

Town of Lake Park
Community Development Department

Certified Mail – *You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.*

August 29, 2013

Re: 1301 10th Street, Lake Park, FL - Special Exception Use Application to establish a "Vehicles Sales with accessory vehicle repair shop"

Dear Property Owner:

Please be advised that Offlease Automart LLC, the applicant and agent for the property located at 1301 10th Street, Lake Park, Florida, 33403, has filed an application for a special exception pursuant to Code Section 78-71 to allow for a vehicle sales with an accessory repair shop establishment to be operated at the aforementioned address. The property is currently owned by Prime Plaza Inc.

The **Planning and Zoning Board** will conduct a public hearing to consider this application on **Thursday, September 12, 3013 at 6:00 p.m.**, in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida.

The **Town Commission** will conduct a public hearing to consider this application on **Wednesday, October 2, 2013**, or as soon thereafter as can be heard, in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida.

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

Nadia Di Tommaso

Community Development Director

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: NDiTommaso@lakeparkflorida.gov

NEW BUSINESS

TAB 22

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 22

Agenda Title: Cancelling the January 1, 2014 Regular Commission Meeting

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

Approved by Town Manager _____ **Date:** 9/20/13

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **None**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *VM* **Please initial one.**

Summary Explanation/Background: The first regularly scheduled Commission meeting in January falls on January 1, 2014. Since this is New Year's Day, it would be inappropriate to hold a meeting. Staff is recommending canceling this meeting.

Recommended Motion: I move to cancel the January 1, 2014 regularly scheduled Commission meeting.

TAB 23

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2013 **Agenda Item No.** Tab 23

Agenda Title: Resolution Recognizing Florida City Government Week, October 20 – 26, 2013

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

Approved by Town Manager DSS **Date:** 9/20/13

Name/Title **Kathleen Carroll, Director of Parks and Recreation**

Originating Department: Recreation	Costs: $ 0.00 Funding Source: Acct. # [ ] Finance _____	**Attachments:** Resolution Florida League of Cities Announcement
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case ✓ **Please initial one.** JW for KC

Summary Explanation/Background:
The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida each year by sponsoring the *Florida City Government Week* annually in October, and asks its member municipalities to recognize this occasion with a Resolution 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 20 – 26, 2013.

Recommended Motion:
I move to adopt the Resolution _____, 2013, recognizing Florida City Government Week, October 20 -26, 2013.

RESOLUTION NO.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 20-26, 2013 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 hereby incorporated as if fully set forth herein.

Section 2. 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. The Town of Lake Park does encourage educational partnerships between municipal government and schools.

Section 4. 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

Source: Sharon Berrian

This year's Florida City Government Week (FCGW) is October 20-26, 2013 and the Florida League of Cities encourages every city to take an active part in promoting their city through civic education and volunteerism. This is a great opportunity to partner with schools and civic groups, host an open house at city hall, or reach out to civic clubs and community organizations in your community. Florida City Government Week is part of an ongoing effort sponsored by the Florida League of Cities 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 have already received an email with a packet of information that includes ideas for celebrating the week. If you did not receive a packet, click here for a copy. Please note: We have a small amount of buttons and bumper stickers available for your use. These items will be made available upon request, until our limited supply is exhausted. Please email your requests for buttons and bumper stickers and send your adopted FCGW resolution to Gail Dennard at gdennard@flcities.com.

If you have any questions about this program, contact Sharon Berrian at (850) 222-9684 or sberrian@flcities.com.

Florida League of Cities, Inc | 301 S. Bronough Street, Suite 300, Tallahassee, Florida 32301 | P.O. Box 1757 Tallahassee, Florida 32302-1757
Phone: (850) 222-9684 | Toll Free: 1800 342 8112 | Fax: (850) 222 3806 | © 2013 Florida League of Cities, Inc. All Rights Reserved