



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 6, 2010, 7:00 P.M.
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	Mayor
Patricia Osterman	—	Vice-Mayor
Steven Hockman	—	Commissioner
Jeanine Longtin	—	Commissioner
Kendall Rumsey	—	Commissioner
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian M. Lemley, CMC	—	Town Clerk

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

- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PRESENTATIONS:**
 - Palm Beach County Fire Department**
 - Lifeline Assistance & Link-Up Florida by Ava Parker**
 - American Cancer Society Relay for Life**

G. PUBLIC and OTHER COMMENT

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

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

For Approval:

1. Public Hearing on the Tentative Budget Minutes of September 8, 2010 Tab 1
2. Special Call Commission Meeting Minutes of September 8, 2010 Tab 2
3. Final Hearing on the Budget Minutes of September 15, 2010 Tab 3
4. Regular Commission Meeting Minutes of September 15, 2010 Tab 4
5. Resolution No. 43-10-10 Florida City Government Week Tab 5
6. Resolution No. 44-10-10 FECC Commuter Rail Tab 6
7. Resolution No. 45-10-10 Library Custodian Job Description Tab 7
8. Resolution No. 46-10-10 Revised Ball Field Fee Structure Tab 8
9. Resolution No. 47-10-10 Renewal of Northlake Boulevard Task Force Interlocal Agreement Tab 9
10. Hurricane Debris Removal Contract between PBC Solid Waste Authority and Malcolm Pirnie, Inc. Tab 10
11. Hurricane Debris Removal Contract between PBC Solid Waste Authority and Phillips & Jordan, Inc. Tab 11

I. ORDINANCE ON FIRST READING

12. ORDINANCE NO. 11-2010 - Change in Code for New Town Logo Tab 12
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2 (ADMINISTRATION) ARTICLE I (IN GENERAL) SECTION 2-1, CHANGING THE OFFICIAL TOWN LOGO AND PROVIDING FOR LAWFUL MANUFACTURE, USE AND DISPLAY OF SAID LOGO; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

J. PUBLIC HEARING(S):

ORDINANCE ON SECOND READING:

13. ORDINANCE NO. 10-2010 – Amending Chapter 54 to Add Additional Nuisances to be Abated Tab 13
A ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54 “BUILDINGS AND BUILDING REGULATION”, ARTICLE III, SECTION 54-131 TO ADD ADDITIONAL

CONDITIONS OR ACTIVITIES WHICH MAY BE DECLARED TO BE A NUISANCE; PROVIDING FOR THE AMENDMENT OF SECTION 54-132 TO AUTHORIZE THE TOWN TO TAKE SUCH METHODS OR ACTIVITIES AS MAY BE NECESSARY TO ABATE A DECLARED NUISANCE; PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

K. DISCUSSION AND POSSIBLE ACTION

14. Red Light Cameras Report by Community Development Director Patrick Sullivan **Tab 14**

15. Way Finding Signage Design **Tab 15**

L. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

M. ADJOURNMENT:

Presentation

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

Meeting Date: October 6, 2010

Agenda Item No.

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

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

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

<input checked="" type="checkbox"/> Other: Presentation by Palm Beach County Fire Department | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Presentation by Palm Beach County Fire Department Concerning Minimum Staffing Levels Contained in the Provisions of the Current Services Agreement Between the Town and Fire Department

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *W. Davis* Date: 10/1/10

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background: During a recent budget workshop, the Town Commission discussed the minimum staffing levels for fighting fires. Commissioner Longtin recalled a house fire in Town where a house burned to the ground while fire fighters watched because of a staffing rule which requires a four person crew to respond to fires.

Commissioner Longtin requested staff to review the current fire service agreement to ensure that there is a minimum staff level of four included in the contract. The current agreement calls for three staff members to be present at all times. Fire Command Staff denied the Town's request to amend the agreement to four. Staff requested Fire Command Staff to explain their position to the Town Commission.

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

Meeting Date: October 6, 2010

Agenda Item No.

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

SUBJECT: Link-up Florida and Lifeline Assistance Programs

RECOMMENDED MOTION/ACTION:

Approved by Town Manager W. Davis
Date: _____

Bambi McElhonor-Sumner 9/28/10
Name/Title H.R. Director Date of Actual Submittal

Originating Department: Human Resources	Costs: -0- Funding Source: Acct.	Attachments: Copies of Program Brochure, Event Flyers and Application Form
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Human Resources <u>BMT</u> <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Based upon a referral received from the staff of Palm Beach County Commissioner Priscilla A. Taylor, Town staff established contact with Ms. Ava L. Parker, President of Linking Solutions, Inc. of Jacksonville, Florida, for the purpose of obtaining information regarding the Link-up Florida and Lifeline Assistance Programs. These programs provide assistance to seniors for payment of residential monthly telephone bills or free cellular phones with free minutes each month. Qualification for such assistance is based upon income or the receipt of public benefits.

Mr. Parker would like to partner with the Town to sponsor a resource fair to provide our community with information regarding the Link-up Florida and Lifeline Assistance Programs, which would also be attended by representatives of other public service providers for the purpose of sharing information regarding their program resources.

QUESTIONS & ANSWERS

Can I use both the Link-Up and Lifeline programs? Yes, if you do not have phone service in your home, you can apply for both programs. If you already have phone service, you can still apply for Lifeline.

Do most telephone companies offer Link-Up Florida and Lifeline Assistance Programs? Yes. Companies serving the vast majority of Floridians do offer the programs, and this even includes some cellular companies.

Can my Lifeline local service be cut off if I have unpaid long distance bills? No, but your long distance service can be blocked.

I don't have service now because I haven't paid an old phone bill. I also have a low credit rating. Can I still get Lifeline? Yes. The phone company can require you to make payments on the local part of the old bill. If you haven't paid for your long-distance charges, you may need to have your long distance calling blocked.

Do I have to pay a deposit for Lifeline? If you have your long distance service blocked, the phone company cannot make you pay a deposit.

What happens to my Lifeline service when I no longer qualify? You should call your phone company and ask for Transitional Lifeline Assistance. This state program gives 30% off the monthly flat rate for residential basic service. You can get this discount for one year after you no longer qualify for the regular Lifeline program.

Will receiving the Link-Up or Lifeline credits impact my benefits from other programs (for example, food stamps)? No.

Do my assets, such as owning a car, affect my income eligibility for the programs? No.

Are the Link-Up and Lifeline programs just for senior adults? No. Adults of all ages may qualify.



THE LINK-UP FLORIDA AND LIFELINE ASSISTANCE PROGRAMS

are state programs approved by the Florida Public Service Commission.

If you have questions, you may call the Florida Public Service Commission's Division of Service, Safety and Consumer Assistance at

1-800-342-3552,

fax your questions to

1-800-511-0809,

or contact the FPSC via the

following e-mail address:

contact@psc.state.fl.us.

Or write to the

Florida Public Service Commission

Division of Service, Safety

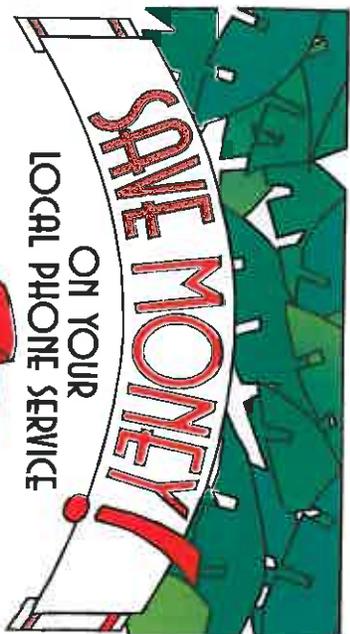
and Consumer Assistance

2540 Shumard Oak Boulevard

Tallahassee, Florida 32399-0850

See our Internet home page at

www.floridapsc.com.



LINK-UP
FLORIDA
AND
LIFELINE
ASSISTANCE
PROGRAMS

A PUBLICATION OF THE
FLORIDA PUBLIC SERVICE COMMISSION

JULY 2009

THE LINK-UP FLORIDA AND LIFELINE ASSISTANCE PROGRAMS

help make telephone service affordable to low-income customers in our state.

LINK-UP FLORIDA

gives a 50% rebate in the telephone hook-up charge (up to \$30.00).

LIFELINE ASSISTANCE

gives a \$13.50 credit per month on local phone bills. Over a year's time, that is a savings of **\$162.00.**

The Florida Public Service Commission wants all eligible low-income residents to receive these discounts.

YOU NEED TO SIGN UP TO BENEFIT.

If you have further questions please call the PSC at **1-800-342-3552.**



AM I ELIGIBLE?

YES, IF YOU RECEIVE

STATE OR FEDERAL HELP FROM:

- ◆ Temporary Cash Assistance
- ◆ Food Stamps
- ◆ Medicaid
- ◆ Low-Income Home Energy Assistance Program (LIHEAP)
- ◆ Supplemental Security Income (SSI)
- ◆ Federal Public Housing Assistance (Section 8)
- ◆ National School Lunch (NSL) Program's free lunch program

In addition, if you live on a federally recognized tribal land and are eligible for benefits through the Bureau of Indian Affairs for Tribal Temporary Assistance for Needy Families, Head Start Subsidy or the NSL, you qualify for expanded Lifeline assistance.

YES, IF YOU MEET THE

INCOME GUIDELINES:

Number of People in Household	Total Household ANNUAL Income*	Total Household MONTHLY Income*
1	\$16,245	\$1,354
2	\$21,855	\$1,821
3	\$27,465	\$2,289
4	\$33,075**	\$2,756

* 150% of U.S. Poverty Guidelines
** For each additional person, add \$5,610

HOW DO I SIGN UP?

IF YOU RECEIVE STATE OR FEDERAL HELP:

First, if you do not have phone service in your home, you will need to contact a local phone company in your area to establish service and apply for the Link-Up Florida and Lifeline Assistance programs.

Already have phone service? Applying is easy. You can call your local phone company and ask for help signing up for the Lifeline Assistance Program.

OR Visit the PSC's Lifeline Web page at www.floridapsc.com/utilities/telecom/lifeline to apply online or obtain a printed application.

Want to apply online? Simply complete the online application using the Lifeline Automated Online Application process and click Submit to send your application directly to your telephone company.

Want to apply by mail or fax? Simply print the Link-Up Florida and Lifeline Certification Form. Then, complete the application form and mail or fax it to the address or fax number shown on the application for your telephone company.

OR If you are a new applicant or re-certifying your eligibility at the Florida Department of Children and Families (DCF) for: ◆ Temporary Cash Assistance ◆ Food Stamps ◆ Medicaid
THEN You can choose to be automatically enrolled for Link-Up Florida or the Lifeline program when you apply at the Department of Children and Families.

IF YOU MEET THE INCOME GUIDELINES:

Call 1-800-540-7039 (Office of Public Counsel in Tallahassee) and ask for help signing up for Link-Up Florida or the Lifeline Program.

OR Download an application at www.floridapsc.gov/lifeline.cfm and mail it to the Office of Public Counsel using the address at the bottom of the application.

Income Guideline Chart

150% of the Poverty Level

Number of People In Household	Monthly	Yearly	Total Household Income
1	\$1,354	\$16,245	
2	\$1,821	\$21,855	
3	\$2,289	\$27,465	
4	\$2,756	\$33,075	
5	\$3,224	\$38,685	
6	\$3,691	\$44,295	
7	\$4,159	\$49,905	
8	\$4,626	\$55,515	

*each additional person \$5,610

Who is eligible?

- Low income households. Income is determined by the federal poverty guidelines which are based on the number of people in the household and the total amount of money received by each member in the household.
- Households participating in the public assistance programs listed below must contact their local telephone company if the request for participation is based on any one of the following: Food Stamps, Medicaid, Federal Housing Assistance Section 8, Supplemental Security Income, Low Income Home Energy Assistance Program (LIHEAP), Temporary Assistance to Needy Families (TANF), National School Lunch Program (NSL) or the Bureau of Indian Affairs Programs.

Examples of Proof of Household Income And Supporting Documents

- Social Security Statement of Benefits
 - U.S. Income Tax Return
 - W-2 Wage and Tax Statements
 - Food Stamp, Medicaid, Public Housing, LIHEAP, TANF, SSI and WAGES eligibility determination letters that show the income of the household
 - Veteran's Administration Statement of Benefits
 - Unemployment Statement of Benefits
 - Bank Statement that shows the income of the household
 - Workman's Compensation Statement of Benefits
 - Divorce or Child Support Decree
 - 3 Consecutive Pay Stubs
 - Other official documents that state your income
- **You only need to send copies of the documents that apply to your household. **DO NOT SEND ORIGINALS**

Please be sure to enclose the following in order to expedite processing:

- Application completed and signed
- **Proof of total household income** (see above for examples)
- Recent copy of phone bill

Return this form to:

Office of the Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, Florida 32399-1400
Fax to: (850) 487-6419

For more information call: 1-800-540-7039

OFFICE OF
PUBLIC
COUNSEL



Advocates for Fair Utility Rates

LIFELINE /LINK-UP
FLORIDA TELEPHONE
ASSISTANCE PROGRAM
1-800-540-7039

LIFELINE/LINK-UP FLORIDA TELEPHONE ASSISTANCE PROGRAM

WHAT IS IT?

- **LIFELINE** is a public assistance program that reduces the monthly telephone bill by at least \$13.50. (The reduction is in the form of a credit and is deducted from the basic service charge).

The Lifeline/Link-Up Florida Telephone Assistance Programs are available to *low-income, residential households*. **Link-Up** reduces the first installation and service transfer fees by 50% up to \$30. **Lifeline** reduces the local basic telephone service charge by \$13.50 monthly (\$18.00 for Embargo customers). **Lifeline/Link-Up** is only available for one telephone landline per address. To qualify under income guidelines, your household must be no greater than 150% of the federal poverty guidelines. Documentation showing your household income must accompany this application. Information received will remain confidential.

Name (please print): _____

Name as it appears on phone bill (please print): _____

- **LINK-UP** is a public assistance program that reduces the cost of the telephone installation and service transfer fee by 50% up to the amount of \$30. **YOU MUST CONTACT YOUR TELEPHONE COMPANY TO REQUEST LINK-UP.** (The reduction is in the form of a credit and is deducted from the service installation or transfer charge).

Last four digits of Social Security Number: _____

Telephone Number (Number must be in the name of the person requesting service): _____

Service Address (number and street): _____

() _____

Apt./Lot/Unit/Room# (circle one): _____

Name of your telephone company: _____

- **LIFELINE/LINK-UP** is available for one telephone line per household. Phone service must be registered in the name of the applicant. (Cell phone users and subscribers to companies other than AT&T Florida (formerly BellSouth), Embargo or Verizon should contact their service provider to apply for the program).

City: _____

Are you applying for Link-Up? _____

State: _____

Contact your telephone company to request Link-Up.

Zip Code: _____

Mailing address (if different from service address): _____

Please read the following statement carefully before signing:

Notice: If you have a discounted calling plan or calling package with your telephone company, it is possible that your telephone company will not allow you to take advantage of the Lifeline Link-up reduction in your monthly charges.

What is your total monthly/yearly household income?

\$_____ (monthly/yearly)

I certify under penalty of law that I am the applicant for the Lifeline/Link-Up Florida Telephone Assistance Program requested above. I agree to notify the telephone company when I am no longer eligible for this assistance program. The information provided above and its attachments are true and correct.

How many people live in your household?

Total Number: _____

Applicant signature _____

Check with your local company to determine the kind of service you currently have and if it prevents your household from receiving the Lifeline/Link-Up reduction in the basic service charge. You may terminate your calling plan or package without penalty in order to take advantage of the Lifeline reduction in the basic service charge.

Number of people receiving income: _____

Citrus County Senior Services Day

Friday, August 13, 2010

10 a.m. – 1 p.m.

Crystal River National Guard Armory

8551 West Venable Street, Crystal River, FL 34429

Free Information about Senior Services:

- *How to save money on your telephone bill*
- *How to get a free cell phone & free monthly minutes*
- *Cell phone usage training*
- *How to get phones for the deaf and hard of hearing*
- *Services for the vision impaired*
- *Sheriff's Office Crime Prevention*
- *Crime Stoppers of Citrus County*
- *Seniors vs. Crime Program*
- *Code Red Emergency Notification*
- *Much, much more!!!*

Live Entertainment, FREE Lunch & Door Prizes



Supported by:

Sheriff Jeffrey J. Dawsey ~ Citrus County Sheriff's Office
The Florida Public Service Commission, State of Florida Office of Public Counsel
Oasis, AARP, CenturyLink f/k/a Embarq, AT&T Florida, Linking Solutions, Inc.

For more information and to reserve your lunch call:

Linking Solutions, Inc. ~ 866-899-7106 (toll free) on or before August 10, 2010

Free group transportation also available!

city of Hialeah

Telecommunications Information Day

Monday, May 10, 2010

10 a.m. – 1 p.m.

City of Hialeah Goodlet Park

4200 West 8th Avenue, Hialeah, FL 33012

Free Information about Public Services including:

- *How to save money on your home telephone bill*
- *Education on your home telephone bill ~charges & explanation*
- *How to get a free cell phone & free monthly minutes*
- *Cell phone usage training*
- *Computer/Internet/Broadband Information Training*
- *FTRI ~ free home telephone for the hearing impaired*
- *Advance Diabetic Solutions ~ provide free diabetic shoes*
- *Identity Theft Prevention*
- *Keeping your body healthy ~ high blood pressure & diabetes testing and healthy eating recipes*
- *Much, much more!!!*

Entertainment & Door Prizes



Sponsored by:

City of Hialeah, The Florida Public Service Commission
State of Florida Office of Public Counsel, AT&T Florida, AARP, Oasis
Linking Solutions Inc.

For more information please call:

Linking Solutions, Inc. ~ 866-899-7106 (toll free)



Application for Link-Up Florida and Lifeline Assistance

Billing Name _____

Service Address _____

City _____ State _____ Zip Code _____

Last Four Digits of Social Security Number _____

Telephone Number () _____ (NOTE: If you do not currently have local phone service, please contact a local phone provider in your area to establish service.)

I hereby certify that I participate in the following public assistance program(s): (Check all that apply)

- Temporary Cash Assistance
- Food Stamps
- Medicaid
- Low-Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (Section 8)
- National School Lunch Program (NSLP) – Free Lunch
- Bureau of Indian Affairs Programs (Tribal Temporary Assistance for Needy Families, Head Start Subsidy, NSLP)

I certify that I am a current recipient of the above program(s) and will notify my local telephone company when I am no longer participating in any of the above-designated program(s). I give permission to the duly authorized official(s) administering the above programs to provide to the local telephone company my participation status in any of the above program(s). I give this permission on the condition that the information in this form and any information about my participation in the above programs provided by officials be maintained by the company as confidential customer account information. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree.

Customer's signature

Date

Customers of AT&T Florida, Embarq, or Verizon who are at or below 150% of the poverty level, but are not currently receiving benefits from one of the listed programs, may be able to qualify by contacting the Florida Office of Public Counsel at 1-800-540-7039.

Please mail or fax this application to the telephone company that provides your service.

<p>AT&T Florida 304 Pine Avenue - 4th Floor Albany, GA 31702 Fax: 1-888-726-3223</p>	<p>Alltel Wireless Please visit a local Alltel retail store to determine if Alltel offers Lifeline in your area and complete an application.</p>	<p>American Dial Tone P. O. Box 2203 Dunedin, FL 34698-2203 Fax: (727)669-9451</p>	<p>Budget Phone, Inc. Please call 1-888-424-5588 to be referred to a local Budget Phone store to apply.</p>
<p>dPi Teleconnect 2997 LBJ Freeway, Suite 225 Dallas, TX 75234 Fax: 1-800-610-9557</p>	<p>Embarq - ACS P. O. Box 7086 London, KY 40742 Fax: 1-800-473-2017</p>	<p>Express Phone Service 1803 W. Fairfield Drive Pensacola, FL 32501 Fax: (850)308-1151</p>	<p>FairPoint Communications Offline Services Group 30 East Main Street Westfield, NY 14787 Fax: 1-877-321-3166</p>
<p>FLATEL/Florida Telephone Co. 2300 Palm Beach Lakes Blvd., Suite 100 West Palm Beach, FL 33409 Fax: 1-877-593-9723 Phone: 1-888-777-6561</p>	<p>Frontier Communications P. O. Box 1038 Fort Dodge, IA 50501 Fax: (515)573-1241</p>	<p>ITS Telecommunications Attn: Customer Service P. O. Box 277 Indiantown, FL 34956 Fax: (772)597-4155</p>	<p>(Bay County Address) Knology, Inc. 235 W. 15th Street Panama City, FL 32401 Fax: (850)215-5800</p>
<p>(Pinellas County Address) Knology, Inc. 3001 Gandy Boulevard North Pinellas Park, FL 33782 Fax: (727)576-4800</p>	<p>Midwestern Telecommunications P. O. Box 1401 Chicago Heights, IL 60411 Fax: (708)756-7721</p>	<p>NEFCOM P. O. Box 485 Macclenny, FL 32063 Fax: (904)259-1200</p>	<p>Nexus Communications TSI P. O. Box 247168 Columbus, Ohio 43224-7168 Fax: (614)883-6496</p>
<p>SafeLink Wireless/TracFone Lifeline/Free Cell Phone Dept. P. O. Box 220009 Milwaukie, OR 97269-0009 Fax: 1-800-834-7713 Phone: 1-800-977-3768</p>	<p>Smart City Telecom Attn: Customer Care P. O. Box 22555 Lake Buena Vista, FL 32830 Fax: (407)828-6701</p>	<p>Sprint Nextel See Sprint Nextel's Web site at http://www.sprint.com/lifeline for more information and to download an application, or call 1-888-408-3306.</p>	<p>TDS Telecom - Lifeline P. O. Box 608 Lancaster, WI 53813 Fax: 1-877-271-2861</p>
<p>Verizon - SRC MC: FLSP2193/P.O. Box 11328 St. Petersburg, FL 33733-9656 Fax: 1-888-806-7026</p>	<p>Windstream Florida 1720 Galleria Blvd. Charlotte, NC 28270 Fax: (704)849-7000</p>		

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

Meeting Date: October 6, 2010

Agenda Item No.

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Request by the American Cancer Society to Hold the 2011 Relay for Life at Kelsey Park and Waiver of the Rental Fee for Kelsey Park for the Relay for Life and the October 19, 2010 Kick-Off Event

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager W. Davis
Date: 9/29/10

Bambi M. Koffman-Surran 9/28/10
Name/Title HR DIRECTOR Date of Actual Submittal

Originating Department: Human Resources	Costs: -0- Funding Source: Acct.	Attachments: Copy of PowerPoint Presentation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

In April of 2009 and May of 2010, the Town of Lake Park participated in the American Cancer Society Relay for Life. The purpose of this presentation is as follows:

- **To advise the Commission of the 2011 American Cancer Society Relay for Life which is scheduled for Friday and Saturday, May 20 and 21, 2011, and to request that this event be held at Kelsey Park.**
- **To request that the American Cancer Society be allowed complimentary use of Kelsey Park on May 20 and 21, 2011 for the Relay for Life; and**
- **To request that the American Cancer Society be allowed complimentary use of Kelsey Park for its kick-off event which will be occurring on Tuesday, October 19, 2010.**



American
Cancer
Society®

Active for LifeSM

Welcome

THE OFFICIAL SPONSOR OF BIRTHDAYS.™



American
Cancer
Society®



American
Cancer
Society®

Mission Statement

Active for LifeSM

The American Cancer Society is the nationwide, community-based, voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives and diminishing suffering from cancer, through research, education, advocacy and service.

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Research

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- **\$3.1 Billion Since 1946**
- **Funded 44 Nobel Prize Winners**
- **Helped Fund Mammography and Gleevec**
- **Continue to fund Support and Hope**

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Education

Active for LifeSM

- **Provide access and awareness to proper Cancer Screenings and Guidelines**
- **Examples of Programs**
 - **ACS's School Health Education Programs**
 - **ACS Guidelines for Early Cancer Detection**
- **The GREATS - Great American Smoke Out**
- **Sun Protection: Slip, Slap, Slop**

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Advocacy

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- Restored funding for Florida's Comprehensive Youth Tobacco Prevention Education
- Sponsored the Florida Dialogue on Cancer
- We **PASSED** the Buck!

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Service

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- **Look Good... Feel Better**
- **Road To Recovery**
- **Reach To Recovery**
- **R.O.C.K. Programs**
- **Hope Lodges**

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S
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- Man to Man
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- I Can Cope
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Volunteer Opportunities

Active for LifeSM

- **Relay For Life of Lake Park**
 - A community event to raise awareness and honor Cancer Survivors in the community
- **May 20-21, 2011**
- **Lakefront Park**

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Active for LifeSM

Thank You!

For additional information, please call

Adrian Orozco, Lake Park RFL Chairman 255.2568

Natalie Seever, Community Representative 650.0131

Anthony J. Robinson, Executive Director 650.0142

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Consent Agenda

TAB 1

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

Meeting Date: **October 6, 2010**

Agenda Item No. **1**

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: **1st Public Hearing on the Tentative Budget Meeting Minutes of September 8, 2010.**

RECOMMENDED MOTION/ACTION: **Approve the 1st Public Hearing on the Tentative Budget Meeting Minutes of September 8, 2010.**

Approved by Town Manager _____

W. Davis

Date: _____

9/29/10

Jordan Stadel
Deputy Clerk

9/23/10
Date of Actual Submittal

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
1st Public Hearing on the Tentative Budget
Wednesday, September 8, 2010, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Public Hearing on Wednesday, September 8, 2010 at 7:00 p.m. Present were Mayor Desca DuBois, Vice-Mayor Patricia Osterman, Commissioners Kendall Rumsey, Steven Hockman, and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

Discussion ensued between the Commissioners, Town Manager Davis and Attorney Baird on how to proceed with the Public Hearing and whether or not to add a Parking Meter discussion item to the Agenda.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

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

Vote on Motion:

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

Motion passed 5-0

STAFF PRESENTATION:

Finance Director Anne Costello began a PowerPoint presentation titled "Town of Lake Park Brief Overview of Tentative Budgets Fiscal Year 2010-2011" (see Exhibit "A"). She explained the "Statutory (TRIM) Requirement" (see page 2 of Exhibit "A"). She discussed and explained the "Tentative Millage" (see page 3 of Exhibit "A"). She stated

that the "Proposed Millage Rate" would not increase and stay the same current millage rate of 8.5163. She explained and reviewed "Assessed Taxable Value" (see page 4 of Exhibit "A"). She stated that there has been a 17.5% decrease in taxable value. She showed and explained a pie chart that displayed the "Breakdown of Revenue" (see page 5 of Exhibit "A"). She explained and reviewed the "Analysis of Property Tax Revenue" (see page 6 of Exhibit "A"). She stated that "Total Proceeds" for Fiscal Year 2011 would be \$3,823,100 which was \$813,000 less in tax revenue. She explained that the revenue would not even cover the cost of police and fire services and \$741,205 must be used from other sources to cover those costs.

Town Manager Davis reiterated and stated that Finance Director Costello's statement was huge. The Town's property taxes do not even cover the cost of police and fire rescue services. The shortfall of \$741,205 had to be pulled from other General Fund Revenue just to cover the police and fire rescue services.

Finance Director Costello continued and reviewed "Property Tax vs. Cost of Police and Fire" (see page 7 of Exhibit "A"). She gave an overview of the "General Fund Expenditures" (see page 8 of Exhibit "A"). She stated that there was a total budget cut in "General Fund Expenditures" of \$853,210. She explained in "Expenditure Highlights" (see page 9 of Exhibit "A") that there would be no COLA or Merit Increases, a total of five furlough days scheduled, travel budgets eliminated within departments, and virtually no capital outlay. She stated that recently the Town received a letter from Palm Beach County informing the Town that they would no longer be maintaining the medians on Congress Avenue or the sidewalks on Congress Avenue and Old Dixie Highway. She explained that this happened after the adoption of the tentative millage rate and after budgets had been prepared and presented. She stated that approximately \$800,000 was cut from the budget. The "Unfunded Mandate from PBC" (see page 10 of Exhibit "A") would cost approximately \$30,000 for just maintaining the medians and those funds would have to come from reserves next year. The sidewalk maintenance costs were still unknown but may need to be done on an as needed basis. She stated that the Town must assess the condition of the sidewalks because it was a liability issue.

Commissioner Rumsey asked Attorney Baird if the Town had any recourse on the mandate from Palm Beach County.

Town Manager Davis explained to Attorney Baird that she had not supplied him with a packet explaining that the County got an Attorney General opinion and decided to invoke a statute and determined that they had every right to require municipalities to maintain medians within their jurisdictions even though they were County owned.

Commissioner Rumsey asked if the County could issue an unfunded mandate after the Town has adopted the millage rate for that year.

Discussion ensued between the Commissioners regarding Palm Beach County's decision to issue an unfunded mandate.

Vice-Mayor Osterman stated that the fact that the County set the mandate post millage adoption was unacceptable. She recommended writing a letter to the County and sending a copy to the League of Cities.

Finance Director Costello stated that all 37 municipalities received the mandate.

Vice-Mayor Osterman stated that the cities should have been informed of the mandate at least two weeks before the millage adoption.

Attorney Baird asked what the Palm Beach County League of Cities was doing for the cities who have been faced with the unfunded mandate over the last two years. He stated that the League should present a unified voice to the County.

Commissioner Rumsey recommended sending the letter to the League of Cities and finding other municipalities to join in on signing the letter. He asked Finance Director Costello when it was required for the Town to set the millage rate.

Finance Director Costello stated that it was legally required to set the millage rate by the end of July.

Commissioner Rumsey asked when the Town received the letter informing them of the unfunded mandate.

Finance Director Costello stated that the letter was received approximately a week and a half ago.

Commissioner Rumsey stated that he agreed with Attorney Baird that the Commission should write a letter to the League of Cities and ask for support.

Mayor DuBois explained what the League of Cities does for municipalities. She recommended writing the letter and sending it to Jamie Titcomb at the League of Cities and copying the letter to the Palm Beach County Commissioners.

Commissioner Hockman asked if they were able to review any damage on the sidewalks and make the County fix those sidewalks before the Town takes over the maintenance.

Attorney Baird asked if the right of ways and sidewalks were County owned or Town owned.

Town Manager Davis stated that they were County owned.

Attorney Baird stated that the Town would not want to accept the right of ways because the liability would go to in part the property owner. He stated that he was not sure how the County could pass off maintenance responsibilities to the Town for property that the Town did not own.

Town Manager Davis apologized that she did not give a copy of the letter to Attorney Baird to review before the meeting.

Attorney Baird stated that the letter was addressed to Mr. Titcomb at the League of Cities which would mean that the League was already informed of the situation and he was not sure why it had not been mentioned by them or addressed in some way.

Town Manager Davis stated that Attorney Baird had made some very good points and it was something that she wanted to take up with the County. She stated that staff could look at the sidewalks to see if there were any existing repairs that needed to be made by the County.

Commissioner Hockman stated that the County should be made aware of any damages before the Town agrees to maintain those sidewalks and medians.

Commissioner Rumsey asked Attorney Baird if a letter were to be written to the County stating that the Town would not maintain the property if repairs were not done could the County possibly refuse to make those repairs and put that responsibility on the Town.

Attorney Baird explained that he did not know how they would respond but the Town could put them on notice and explain that in the County's stewardship of the sidewalks and medians they fell into disrepair and it would not be fair for the County to place the responsibility on the Town to repair those items that the County failed to properly maintain. He stated that it could also be suggested to them that in the event of a liability arising from their failure to maintain, that liability would go to them and not the Town.

The Commission came to consensus to write letters to Palm Beach County and the League of Cities regarding the Town's view on the unfunded mandate to maintain County owned sidewalks and medians within the Town and that the responsibility and liability of the sidewalks and medians would go to the County should they fail to make any necessary repairs to those medians and sidewalks.

Finance Director Costello continued the presentation and explained and reviewed "Fiscal Year 2011 Proposed Eliminations" (see page 11 of Exhibit "A"). She explained that it was proposed to eliminate two positions which were Grounds Maintenance Crew Leader in the Grounds Maintenance Division and Administrative Assistant in the Community Development Department.

Town Manager Davis explained that it was made clear to her that most of the Commission at the last meeting were not willing to eliminate the Administrative Assistant position in the Community Development Department. She stated that in reviewing the matter she determined that it was possible to have that employee work a part-time position. She explained that part of the funds for the position would still need to come out of Reserves and that the other part of the funds was already budgeted.

Commissioner Rumsey stated that he appreciated that staff and Town Manager Davis worked to find a solution. He needed more clarification of the proposed part-time position.

Town Manager Davis explained that there was a vacant parking enforcement position available. The employee who held the position resigned. She stated that she was also proposing part-time hours in the Community Development Department. The parking enforcement hours would be 24 hours per week and the Community Development Department would be approximately 8 to 10 hours. She stated that part of the funds would need to come out of Reserves.

Vice-Mayor Osterman asked how much money would need to come out of Reserves to fund the position.

Town Manager Davis stated that approximately \$20,000 would need to come out of Reserves to fund the position.

Commissioner Rumsey stated that \$7000 was cut from the budget last time but then \$7300 was put back in for an air card for Public Works.

Finance Director Costello stated that the total savings was \$7300.

Commissioner Rumsey stated that the \$7300 was in the budget and the actual approximate amount out of Reserves would be \$13,000 to \$15,000. He asked if the employee would have any benefits.

Town Manager Davis explained that the employee would not have any benefits except for their retirement plan which would stay in place.

Mayor DuBois stated that she appreciated staff working to put something together to make it possible for the employee to stay. She asked for the total amount in Reserves.

Finance Director Costello stated that there was 1.1 million in Reserves as of 9/30/09.

Vice-Mayor Osterman stated that she was happy to save a position for the sake of saving a position not a person. She stated that she was concerned about what precedent the Town would be setting for the future and what other employees who have been let go in the past might say since their positions were not fought for in the same way. She stated that it was her job to be fiscally responsible which was not about people but positions. If the Town Manager was telling the Commission that those hours were warranted and needed in that department then that was acceptable to her, but she had concerns over holding a position for a person for personal reasons. She asked the Commission to think about the long-term repercussions about a decision made on emotion and not logic.

Commissioner Rumsey stated that his decisions on the dais were not made from emotion. He stated that Commissioner Hockman had brought up at the last meeting an idea he had about cutting the permit department back to a certain number of hours or that permits could be issued on certain days and times. He asked if Commissioner Hockman's idea would be better for the proposed part-time position so that the employees' duties did not get passed on to someone else in the department.

Commissioner Hockman stated that he has observed other municipalities that have cut back to three days a week in their permitting departments and have operated fine within the past year. He stated that the City of Palm Beach Gardens sends their permits out for review. He stated that he was informed that permits were down in the Town's Community Development Department.

Town Manager Davis explained that HyByrd's contract has already been reduced by 20% over the last two years and they have looked at the number of inspections they have had to do. She stated that they not only do inspections, but also plan review.

Commissioner Hockman asked why couldn't the cost of reviewing the plans and inspecting the project be allotted to the person who receives the permits.

Town Manager Davis explained that those costs are covered by the permit fees that are charged. She explained that the Community Development Department statutorily has to be self-sufficient. She explained that staff reviewed the workload in the Community Development Department and they made the recommendation to eliminate the position because the workload did not warrant the position. She explained that the fees that come in from the permits and plan review are intended to cover the expenses of that department and those fees were currently not covering that employees' salary.

Discussion ensued between the Commissioners regarding how other municipalities handle their permitting department and the possible changes that could be made in the Town's Community Development Department with regards to permitting.

Commissioner Rumsey made a motion to cut the full-time Administrative Position in the Community Development Department and create a part-time Administrative Position in the Community Development Department.

The motion failed due to lack of a second.

Vice-Mayor Osterman asked if the part-time position made sense and if the 8 to 10 hours was needed in that department.

Commissioner Hockman asked if it was possible to re-open the position in 6 months if the economy picked up.

Vice-Mayor Osterman stated that Town Manager Davis made a recommendation at the last meeting. She asked if that has changed because she re-evaluated the department and recognized that there was a need or did she make the recommendation because she felt pressure from the Commission to make a change. She stated that if Town Manager Davis did it because of pressure from the Commission, she did not receive consensus. She stated that if she made the recommendation because of a re-evaluation she needed to know that.

Town Manager Davis stated she made her initial recommendation of eliminating the position based on a reduction in the workload and the need to balance the budget however they also eliminated a position from the Public Works Department and planned

to spread the pain in the Public Works Department as well as the Community Development Department. She stated that she misread the dais and thought that she saw sentiment to not eliminate the position. She stated that she did not want to eliminate the position or put more work load on an already spread thin workforce. She stated that they could make it work if the Commission told her that they wanted to balance the budget and not tap Reserves. She stated that if the Commission wanted the money taken out of Reserves she would not take money out of Reserves next year to balance the budget. She stated that she would never recommend using Reserves for operating dollars. She stated that she would not be party to tapping into Reserves year after year. She stated that she could not justify a full-time position in the Community Development Department but could justify a part-time position.

Mayor DuBois asked for clarification of Commissioner Hockman's recommendation.

Commissioner Hockman asked how many total positions were in the Community Development Department.

Town Manager Davis stated that there were two full-time Code Enforcement Officers, and an Administrative Assistant that assists with Code, a Planner, and two part-time Parking Enforcement Officers.

Mayor DuBois recommended moving on and into the parking meter discussion.

Commissioner Rumsey recommended that each Commissioner say whether or not they wanted to keep the Administrative Assistant position or eliminate it.

Commissioner Rumsey stated that he did not want to cut the position.

Commissioner Longtin stated that she wanted to cut the position.

Mayor DuBois stated that she did not want to cut the position.

Vice-Mayor Osterman stated that she was undecided but leaning more towards cutting the position but still had another question.

Commissioner Hockman stated that he did not want to cut the position.

Vice-Mayor Osterman made a motion to cut the full-time Administrative Position in the Community Development Department and create a part-time Administrative Position in the Community Development Department to handle permits and not to exceed \$10,000 from Reserves to fund the position.

Commissioner Rumsey asked Vice-Mayor Osterman if she was including the \$7,300 that was saved in the budget toward funding the position.

Vice-Mayor Osterman stated that the limit would be \$10,000 from Reserves.

Commissioner Rumsey asked if Vice-Mayor Osterman was opposed to amending her motion to include the \$7000 that was saved to go towards funding the position.

Vice-Mayor Osterman stated that she was opposed because they just pulled money out of Reserves to fix the sprinkler system.

Commissioner Rumsey stated that the Commission has said that it was opposed to pulling money out of Reserves but at the last meeting it was agreed to pull money out of Reserves to fix a sprinkler system and not go out to bid for it.

Town Manager Davis stated that there was a difference between Contingency and Reserves. She explained that each year there are funds placed in Contingency in the event of an unforeseen expense that could not be anticipated. She stated that Reserves are funds in the bank for emergencies and they try to build that Reserve to 15% to 20% and the Reserves are not at 15% right now. She stated that the funds for the sprinkler system were taken from Contingency.

Vice-Mayor Osterman repeated her motion.

The motion failed for lack of a second.

Discussion continued regarding the Administrative Position in the Community Development Department.

Commissioner Longtin asked if the position could be discussed at the next meeting and asked if a decision had to be made that night or could it be discussed and finalized at the next meeting.

Town Manager Davis stated that the final decision did not have to be made that night; it could be made next week at the Final Hearing of the Budget.

Discussion continued.

Mayor DuBois asked Finance Director Costello to continue with her presentation.

Finance Director Costello reviewed and explained the "Parking Meter Operation" portion of the presentation (see page 12 of Exhibit "A"). She discussed the Revenue, Expenses, and Net Revenue of the Parking Meter Operation. She reviewed and explained a "Parking Meter Analysis" (see page 13 of Exhibit "A"). She stated that "Total Revenue" for 9 ½ months of operation would be \$97,000 and "Net Revenue" would be \$46,200. She stated that "Projections for Fiscal Year 2015 after Debt is Paid Off" would be a "Total Revenue" of \$116,000 and a "Net Revenue" of \$96,000 and would stay at the approximately at \$96,000 if Revenue stayed steady.

Commissioner Longtin asked why labor costs were not included.

Finance Director Costello stated that the labor figures were already in the budget.

Commissioner Longtin asked for clarification.

Town Manager Davis explained that when the parking meters were proposed to the Commission it was not proposed as an Enterprise Fund where they would have to bring in employees to service the meters and do parking enforcement. They used existing staff and did not add any staff or cost to the budget other than the cost of purchasing the meters and the wireless credit card system. She stated that that was why she was baffled that the Commission directed her to include labor when they do not analyze any other department in the Town other than the Enterprise Funds. She stated that the parking meters were not set up as an Enterprise Fund. She stated that what they proposed was exactly what it was doing which is adding revenue to the General Fund. She stated that the officer who repairs the meters and collects the funds was already an employee long before the parking meters were installed. She stated that a code enforcement officer in the Community Development Department retired and that former officer's salary pays for the two part-time parking enforcement officers that were hired. Therefore no money was added to the budget and positions were simply shifted.

Commissioner Longtin asked how many hours did the part-time parking enforcement officers work and did they receive health benefits.

Community Development Director Sullivan stated that one officer works 24 hours and the other 25 hours. They do not receive health benefits.

Commissioner Longtin stated that she did not understand why it was being said that there was no personnel on the meters when there are.

Finance Director Costello explained that it was because it was an existing position and they took the funds that were already in the budget to pay for the two parking enforcement officer's salaries. She stated that parking enforcement fines generate \$26,000 and the parking enforcement officers cost \$20,000. She stated that they were generating more revenue than they cost.

Vice-Mayor Osterman stated that if the parking meters were eliminated, they would still have to pay \$32,300 per year for debt service for four more years.

Finance Director Costello explained that there was net revenue calculated into the budgets, they would face a budget deficit if the meters were removed.

Vice-Mayor Osterman stated that one or two positions would need to be cut.

Commissioner Longtin stated that the meters could be sold to cut the debt service. She expressed her concern with what the meters were doing to people who want to visit the parks and how they were affecting nearby businesses. She stated that she did not understand the figures that were being presented.

Town Manager Davis stated that the figures included what Commissioner Longtin asked for and the meters were still netting \$17,400.

Finance Director Costello stated that she also included overhead in the figures.

Commissioner Longtin asked where the breakdown of the operating expenses were.

Finance Director Costello stated that the breakdown was within the budget document in the parking meter cost center which shows \$18,400.

Commissioner Hockman stated that he has heard from many residents, especially seniors, who have not been able to afford to go to the park and read a book. He stated that there were many people who play tennis that have parked at other area businesses taking up their parking spaces so that they do not have to pay the parking meters at the park. He stated that he has also heard from people outside of the Town who have received tickets from code enforcement for stopping in Town for business for just a few minutes. He stated that he has heard from other City officials such as Riviera Beach who have said that they refuse to come into the Town because of the fines. He stated that it was a bad reputation for the Town. He asked why meters were not placed on Park Avenue or other places in Town besides the park. He stated that he knew several names of people who would be willing to buy the parking meters. He stated that it was a shame to place parking meters at the park. He asked if the Town would really get the revenue stated from the meters. He stated that the numbers he's seen have been all over the place and not consistent from one month to the next. He stated that he understood where Commissioner Longtin was coming from in asking for a breakdown of the overhead costs. He discussed how the parking enforcement officers give out tickets and how he did not understand how parking meter enforcement officers could give a ticket at the Marina then at Lakeshore Park then again at the south end of the Marina and be able to go back into Town to perform other code enforcement duties.

Finance Director Costello stated that she could give a printout of tickets issued in other parts of the City by the code enforcement officers and parking meter enforcement officers because it was tracked in the system.

Commissioner Hockman stated that he did not understand why the meters were placed at the parks. He stated that people should be drawn and attracted to the park instead of being deterred because of the parking meters. He continued to discuss his concerns regarding the placement and affects of the parking meters on the Town.

Finance Director Costello explained that there would be a net revenue of \$50,000 for this fiscal year. She explained that they were not projections or estimates but actual dollars deposited in the bank.

Commissioner Hockman asked if the \$20,000 to pay the parking enforcement officers had been taken out of that figure.

Finance Director Costello explained that it was not but that after taking the \$20,000 out there would still be a net revenue of \$30,000.

Commissioner Hockman asked if the parking meters would be installed on Park Avenue since it's been packed with people and more revenue could be made.

Commissioner Longtin stated that on page 76 of the Budget provided to the Commission it states that there were operating expenses in the amount of \$33,233.

Finance Director Costello explained that part of that figure was installation costs funded by the loan and the actual operating expenditures were the Operating Figures. She stated that part of the installation costs were funded in the loan because there was signage, concrete slabs, and concrete poles that were purchased. The actual operating expenses were reported in the Parking Meter Collection Summary that is provided to the Commission by the Town Manager every month because it was unfair to look at a one-time installation cost as an operating expense.

Vice-Mayor Osterman stated that if someone does not like the parking meters she gets that but does not want to hear that numbers are being thrown around. She stated that no matter what numbers are presented it seemed that there is no belief in them and it seems to be a discussion that goes nowhere even though there was \$71,000 in the bank.

Commissioner Longtin stated that the numbers were not accurate and labor costs were not reflected.

Vice-Mayor Osterman stated that the labor costs were reflected. She stated that there was another benefit to the parking meters that have not been addressed. She asked if Mayor DuBois could have someone from staff explain that there has been a decrease in vandalism and drug sales and crime at the park as a result of the parking meters.

Town Manager Davis stated that the reduction in crime and vandalism was an unintended positive consequence of installing the parking meters. She stated that Public Works staff stated to her that they couldn't believe how much cleaner the park has been since the meter installation. She stated that the majority of the people who went to the park were people from other cities. She stated that vandalism has dropped dramatically since the installation of the meters.

Vice-Mayor Osterman stated that she has had people say to her that they now go to the park because they feel safer and they don't have to worry that their child would be offered drugs. She stated that the drug problem at the park was very bad and had not been publicized.

Commissioner Rumsey stated that he applauded Commissioner Hockman for his tenacity on the parking meter issue and how he has made it clear that he's been against the meters from day one and because his comments they have received better information than what they were getting. He stated that having said that, they just disagree on the issue. He explained how it was the hardest decision he has had to make since being a Commissioner. He commented on Commissioner Hockman's comment regarding the fact that officials from Riviera Beach did not want to come into the Town of Lake Park because of the parking meters. He stated that what failed to be mentioned was the fact that the City of Riviera Beach raised their taxes by 17%. The Town of Lake Park did not raise their taxes. He then explained the changes that were made to the Community

Development Department with regards to the code enforcement officers and the parking enforcement officers.

Commissioner Rumsey requested that the Commission recess the meeting to award the Employee of the Year Award so that the recipient and her daughter could go home.

Motion: A motion was made by Commissioner Rumsey to recess the Public Hearing and call to order the Special Call Commission Meeting to award the Employee of the Year Award; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 4-1

The Public Hearing was recessed at 8:42 p.m.

The Mayor called to order the Special Call Commission Meeting.

PROCLAMATION

Employee of the Year Award to Doris K. Bainter

Mayor DuBois read the proclamation to Doris K. Bainter.

Ms. Bainter accepted her proclamation and thanked her co-workers, residents of the Town and the Commission.

Motion: A motion was made by Commissioner Rumsey to recess the Special Call Commission Meeting; Vice-Mayor Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner			

Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

The Special Call Commission Meeting was recessed at 8:43 p.m.

Mayor DuBois reconvened the Public Hearing at 8:55 p.m.

Public Hearing Open

Cynthia Gray 503 Sable Palm Dr. - thanked the Commission for their work on improving the Town. She stated that she plays tennis and does tai chi at Kelsey Park. She stated that she was glad that vandalism and crime at the park decreased but stated that those who use the park like herself were angry that they had to pay to go to the park. She stated that the parking meters were driving people away. She stated that she started a petition and was able to get 50 signatures opposing the parking meters within an hour. She stated that she no longer goes to Kelsey Park because it is too expensive. She stated that the issue for everyone was how do they attract people to the park and keep crime and vandalism down without keeping the parking meters there. She recommended selling a decal to residents at a reduced rate for parking at the parks. She continued to express her concerns regarding the parking meters and offer solutions.

William Serrano 304 Foresteria Dr. – thanked the Commission for doing a good job on improving the Town. He stated that he has started walking to the park because of the parking meters but it was a benefit to him for health reasons and for getting out and seeing the neighborhood. He stated that he believed that the parking meters were hurting some of the businesses such as Southern Kitchen. He stated that it was inconvenient for people to have to find parking without meters in order to park and have breakfast. He also recommended decals or passes for residents at a reduced rate.

Bert Bostrom 1451 Flagler Blvd. – stated that there were many other cities within the County that have parking meters. She stated that if parking meters were not installed then taxes would need to be raised. She stated that there were some Commissioners that were deliberately trying to do things to destroy some of the work that’s been done in the Town. She stated that those Commissioners know who they are and know who they are working with. She stated that it was time that the Commissioners put their feelings about each other aside and do the job that they were elected to do.

Stephen Hall 302 Lake Shore Dr. – stated that he wanted to show support for the Commissioners and the parking meters. He stated that he could see that the parking meters were making a profit. He stated that he did not mind paying for parking and he realized that it may be a hardship for some people but not for him.

Public Comment Closed.

Vice-Mayor Osterman recommended negotiating with Southern Kitchen to lease parking spots from the Town.

Mayor DuBois stated that she was open to suggestions.

Commissioner Longtin stated that the Town had 2 million dollars into a plot of ground on Foresteria Drive for parking for Park Avenue businesses. She stated that the Town was doing everything to get business to Park Avenue but those businesses that are unfortunate to be near the park are having business driven away because of the parking meters. She stated that she knew many people who drive down from Stuart and Fort Pierce to come and eat breakfast at Southern Kitchen. She stated that she did not believe the figures that were presented on the parking meters and stated that she would have to review them. She explained why she did not believe in the parking meters.

Finance Director Costello continued her PowerPoint presentation from where she previously left off and finished explaining the "Parking Meter Analysis" (see page 13 of Exhibit "A") and stated that the projected revenue from the parking meters was \$96,000 per year after the debt was paid off (see page 14 of Exhibit "A"). She went on to explain the "Millage Equivalent" (see page 15 of Exhibit "A"). She explained the "Revenue Generated the 1st 10 years" (see page 16 of Exhibit "A"). She stated that the "Net Revenue 1st Five Years" would be \$306,000 (see page 16 of Exhibit "A"). She continued to explain "Revenue Generated" and "Net Revenue after Debt is Paid Off" (see page 17 of Exhibit "A"). She stated that total additional net revenue would be \$786,000. She explained the "Assessed Taxable Value", "Commercial vs. Residential" graph (see page 18 of Exhibit "A"). She stated that assessments for residential and commercial were usually split 50/50 but over the last three years there has been a shift in residential value and the split has been 70/30. She stated that it was anticipated that residential value will level off but commercial values will continue to decline and if those values drop next year the Town could be in very serious trouble. She stated that if there was a 20% drop in commercial value it would equate to a loss of \$550,000 tax revenue. She explained the "Tentative Millage Rates" (see page 19 of Exhibit "A"). She explained the "Debt Service Fund" (see page 20 of Exhibit "A") and stated that the "Debt Service Millage Rate" was 1.7000. She discussed the "Streets & Roads Fund", "Marina Fund", "Stormwater Utility Fund", and "Sanitation Fund" (see pages 21 through 25 of Exhibit "A").

Commissioner Hockman asked if the proposed \$65,000 for the meters was in the budget.

Finance Director Costello explained that the actual dollars projected in the budget was \$41,300 because her projections were very conservative estimates. The \$65,000 was a more realistic figure of what they anticipate to actually create a net in the budget next year based on nine month figures. She stated that she did not want to increase her budget projections rather than be caught short. She would rather go conservative and exceed her expectations rather than have a shortfall.

PUBLIC HEARING(S):

RESOLUTION(S):

RESOLUTION NO. 33-09-10 - Millage Rate

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2011; 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 2010/2011; PROVIDING FOR AN EFFECTIVE DATE.

Motion: A motion was made by Commissioner Rumsey to approve Resolution No. 33-09-10; Vice-Mayor Osterman made the second.

Vote on Motion:

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

Motion passed 5-0

RESOLUTION NO. 34-09-10 - Budget for Fiscal Year 2011

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, 2010, AND ENDING SEPTEMBER 30, 2011, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Motion: A motion was made by Commissioner Rumsey to approve Resolution No. 34-09-10; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		

Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

Commissioner Longtin stated that the Agenda Request Form for Resolution No. 34-09-10 was incomplete.

Finance Director Costello explained that the second page of the Agenda Request Form was not included in uploaded version of the agenda on the website and did not know why. She would read the second page of the form.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rumsey and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 9:23 p.m.

Mayor Desca DuBois

Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 2

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **October 6, 2010**

Agenda Item No. 2

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: **Special Call Commission Meeting Minutes of September 8, 2010.**

RECOMMENDED MOTION/ACTION: Approve the Special Call Commission Meeting Minutes of September 8, 2010.

Approved by Town Manager *W. Davis* Date: 9/29/10
 Deputy Clerk *Jessie Baker* Date of Actual Submittal: 9/28/10

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Special Call Commission Meeting
Wednesday, September 8, 2010, 9:25 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Special Call Commission Meeting on Wednesday, September 8, 2010 at 9:25 p.m. Present were Mayor Desca DuBois, Vice-Mayor Patricia Osterman, Commissioners Kendall Rumsey, Steven Hockman and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Motion: A motion was made by Commissioner Rumsey to move Item #14 Lighting Consultant Contract to the beginning of the Agenda; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0

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

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		

Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

PUBLIC AND OTHER COMMENTS:

None

DISCUSSION AND POSSIBLE ACTION:

Lighting Consultant Contract

Town Manager Davis gave a brief background of the item. She stated that the two proposals that were submitted by Calvin Giordano & Associates to the Commission were not accepted. She stated that the Commission felt that the proposals came in too high and they requested that the next firm in line, Thompson & Youngross, submit a bid. Thompson and Youngross submitted a proposal in the amount of \$28,500. She stated that Mr. Youngross was present to answer any questions.

Andrew Youngross of Thompson & Youngross Engineering introduced himself and stated that he could answer any questions the Commission may have.

Commissioner Rumsey asked how much the proposal would be if induction lighting was excluded.

Mr. Youngross stated that the proposal could be reduced by \$2,000.

Town Manager Davis stated that Mr. Youngross had recommended not including induction lighting.

Commissioner Rumsey stated that he would like the induction lighting taken out of the proposal.

Commissioner Hockman stated he thought that the hours for the study were too high. He discussed the technicalities of the proposal with Mr. Youngross. He recommended removing the underground wiring with FPL.

Discussion ensued among the Commission regarding the street lighting consultant contract and the proposed technicalities and structure of the street lighting system.

Commissioner Hockman stated that he believed that the proposed hours to do the study were double what they should be to do the work that he believed the Town was looking for.

Mr. Youngross stated that he disagreed and that it was his professional opinion that the hours proposed were the correct amount of hours. He stated that according to the way the

RFP was phrased the only way it could be done accurately was to come up with a design for the project and that the Town could come up with a cost estimate based on that.

Commissioner Rumsey stated that there was another proposal given by another company that had more hours proposed than the current one. He stated that at some point the Commission has to believe the company and trust that they are going to do the work they propose to do.

Motion: A motion was made by Commissioner Rumsey to approve the street lighting contract with Thompson & Youngross with the modification of removing induction lighting for a total contract price of \$26,500; Vice-Mayor Osterman made the second.

Vote on Motion:

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

Motion passed 4-1

CONSENT AGENDA:

1. Budget Workshop Meeting Minutes of July 28, 2010
2. Regular Commission Meeting Minutes of August 4, 2010
3. Regular Commission Meeting Minutes of August 18, 2010
4. Resolution No. 35-09-10 Renewal of Employee Benefits Package
5. Resolution No. 36-09-10 State Aid for Libraries Fiscal Year 10-11
6. Resolution No. 37-09-10 Amending Citation Fine Schedule
7. Notification of Placement of Unified States Geological Survey (USGS) Monitoring Well
8. Proclamation Recognizing Constitution Week
9. Kiwanis Waiver Request for Marina Halloween Event

Public Comment Open.

None

Public Comment Closed.

Vice-Mayor Osterman pulled item #1 Budget Workshop Meeting Minutes of July 28, 2010 for discussion.

Motion: A motion was made by Commissioner Rumsey to approve items 2 through 9 of the Consent Agenda; Commissioner Longtin made the second.

Vote on Motion:

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

Motion passed 5-0.

Vice-Mayor Osterman wanted to make sure that the Commission was in agreement that the Budget Workshop Meeting Minutes of July 28, 2010 were true and correct. She stated that she wanted it to be made clear that there was not any impropriety of communication with certain members of the Commission. She stated that there were three pages of contention on pages 14 through 16 of the minutes. She quoted "Commissioner Rumsey expressed the same concern regarding the elimination of the position. He stated that he would not approve the budget if the proposed position elimination remained." She asked if the Commission was in agreement that the comment was correct.

Mayor DuBois stated that it was her recollection that Commissioner Rumsey made that exact statement and it was made perfectly clear.

Motion: A motion was made by Vice-Mayor Osterman to approve item number 1 of the Consent Agenda; Commissioner Rumsey made the second.

Vote on Motion:

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

Motion passed 5-0.

ORDINANCE ON 2ND READING:

ORDINANCE NO. 09-2010 - PUD Change

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 77, SECTION 78-77 PERTAINING TO PLANNED UNIT DEVELOPMENT REGULATIONS; PROVIDING FOR MINIMUM SITE AREA AND BUILDING HEIGHT LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Osterman to approve Ordinance No. 09-2010 upon 2nd Reading; Commissioner Rumsey made the second.

Vote on Motion:

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

Motion passed 5-0.

Attorney Baird read Ordinance 09-2010 by caption-only.

ORDINANCE ON 1ST READING:

ORDINANCE NO. 10-2010 – Amending Chapter 54 to Add Additional Nuisances to be Abated

A ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54 “BUILDINGS AND BUILDING REGULATION”, ARTICLE III, SECTION 54-131 TO ADD ADDITIONAL CONDITIONS OR ACTIVITIES WHICH MAY BE DECLARED TO BE A NUISANCE; PROVIDING FOR THE AMENDMENT OF SECTION 54-132 TO AUTHORIZE THE TOWN TO TAKE SUCH METHODS OR ACTIVITIES AS MAY BE NECESSARY TO ABATE A DECLARED NUISANCE; PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT;

PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Community Development Director Sullivan explained the reason for Ordinance No. 10-2010. He stated that the Ordinance would expand the number of nuisances to be abated due to the foreclosure crisis with the main issue being abandoned and nuisance swimming pools.

Motion: A motion was made by Vice-Mayor Osterman to approve Ordinance No. 10-2010 upon 1st Reading; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0.

Attorney Baird read Ordinance 10-2010 by caption-only.

DISCUSSION AND POSSIBLE ACTION:

Red Light Camera Report Presented by Attorney Thomas Baird

Attorney Baird stated that the Commission received a memorandum from him regarding red light camera litigation. He stated that there has been two cases decided in the state and his memo described that legislation was passed that cured the defects in the Ordinances that were adopted in municipalities to implement red light camera programs. He stated that the legislation has corrected those deficiencies in the basis upon which those cases were brought. He stated that he heard a rumor that another lawsuit had been filed against the City of West Palm Beach but has not yet been able to confirm the rumor. He explained that red light camera issues have been tossed around as of late and he gave examples of those issues. One of the arguments against the cameras was that you cannot face your accuser with a red light camera. He asked the Commission if they had any questions.

Commissioner Rumsey asked if the case against West Palm Beach was for a particular turning signal at one particular location.

Attorney Baird stated that he believed that the case against West Palm Beach was for the right turn on red light cases that were thrown out by Magistrate Brandonberg and he did not know if there have been additional cases. One of the individuals who turned right on red was West Palm Beach Mayor Frankel and controversy ensued because she was not prosecuted.

Commissioner Rumsey asked about the argument of a red light violator not being able to face their accuser. He stated that since those incidents are reviewed on the camera by an individual, wouldn't that violator be able to face their accuser.

Attorney Baird explained that the theory was that under normal circumstances in order to be found guilty of a traffic violation, a law enforcement officer has to be present to observe or witness that violation and one of the reasons for the red light camera program has been that police officers cannot be at every intersection at every moment of the day to see when those red lights are run. He explained and discussed other theories that have been generated due to the red light camera issue.

Commissioner Rumsey asked for the status of the contract for the red light camera program.

Attorney Baird stated that he had been in contact with Mr. Slugget who represents ATS. He reviewed the contract and made suggestions. He stated that he had some additional comments on the substantive provisions of the contract and he also passed along Commissioner Hockman's 17 questions and/or comments and asked him to have lawyers respond specifically to those questions and comments. He stated that he expected a response by next week.

Vice-Mayor Osterman stated that she liked that Attorney Baird stated in his report that he recommended putting it back on them to enter into an indemnification agreement. She asked if he addressed that with Mr. Slugget.

Attorney Baird explained that that was one of his substantive comments that he wanted to address. He stated that he did address it in a contract that he negotiated for the Town of Jupiter and Lasercraft. He stated that Lasercraft has since been purchased by ATS. He stated that the negotiation has been held up due to the litigation. He stated that he expected some resistance and his expectation was based on his talks with the Juno Beach Attorney because he has dealt with ATS for some time to have them reimburse or indemnify fees that had to be returned due to litigation.

Commissioner Hockman expressed his issues and concerns with the red light camera program. He recommended holding off on the program for another six months.

Mayor DuBois stated that she would like to see ATS' and their attorney's response to Commissioner Hockman's questions.

Commissioner Rumsey stated that he would like to see the report the Commission requested from staff as well as ATS' response and move forward with the program.

Vice-Mayor Osterman stated that if the program would produce revenue it would definitely be needed next year. She stated that she was concerned about the program ending up in litigation and therefore needed more information to proceed.

Commissioner Longtin stated that she would also need more information before moving forward with the red light camera program.

New Town Logo

Town Manager Davis explained that it was determined that the Town needed a new logo when she was directed to place directional signs throughout the Town. She stated that the Town has three different logos in use and since they are getting ready to have those signs designed she thought now was the time to select an official Town logo. She showed the Commission the three signs that were currently being used throughout the Town. She stated that she asked the Town's Communications firm to come up with some new designs. She stated that the Commission could choose a logo from the existing logos or from one of the new logos. She showed the Commission a slide of each logo (see Exhibit "A").

Mayor DuBois stated that the existing logo with the scroll and Town Hall had always bothered her because the blue cloud looked like smoke coming from the building. She stated that she liked options one and three. She stated that she did not think that the logo with the clock tower represented Lake Park.

Vice-Mayor Osterman stated she felt that the logo was a very important decision and did not want to make the decision that night. She requested copies of the logos in color to review them. She wanted to have conversations with others regarding the logos. She recommended placing the logos on the website with the opportunity for people to vote on them. She recommended omitting any logos that were an absolute no.

Discussion ensued among the Commissioners regarding the new Town logos.

Commissioner Rumsey requested that all six logos be placed on one sheet of paper so that they could be compared together.

Discussion continued regarding the new Town logo.

Commissioner Longtin stated that in Town Manager Davis' write up regarding the new Town logo she mentioned that the Town was in need of rebranding. She asked Town Manager Davis what else was involved in the rebranding process besides the logo change.

Town Manager Davis explained that re-branding involved changing the whole image and reputation of the Town.

Vice-Mayor Osterman clarified and stated that the re-branding involved new banners, signs, business cards and having a whole new modernized version of what they want Lake Park to be.

Mayor DuBois stated that merchants on Park Avenue want and have been begging to have a directional sign in the business district. She asked that the sign be installed within the next week.

Commissioner Longtin stated that she was concerned about the costs of implementing a new Town logo.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Hockman stated that he went out to the baseball clinic and that it was successful with many children in attendance. He stated that he also went to the sidewalk chalk contest and that it was very interesting with a lot of good artists and a lot of people in attendance. He stated that he was looking forward to the 5K run event that will be taking place at Kelsey Park. He recommended providing parking for the event's volunteers.

Vice-Mayor Osterman recommended having Attorney Baird present a report at the next meeting regarding social media.

Commissioner Longtin asked Town Manager Davis to inform her when she is speaking with the majority of the Commission on any particular issue. She stated that when she was on the Commission in the past she was never surprised and she stated that she was now too often surprised. She read an article regarding Sickle Cell Awareness Month. The article gave a description of the disease and its symptoms and stated that there was no cure. She announced that a high speed rail would be coming to Florida and there was a new plan for the rail that would be funded with federal dollars. She stated that if anyone was interested in the plan they could attend a meeting that would be taking place on Tuesday, September 14, 2010 at the Kravis Center from 3:30 p.m. to 5:30 p.m. and then again at 6 p.m. to 8 p.m.

Commissioner Rumsey stated that in the past Town Hall has been used for parking for volunteers and stated that the Town could do that again for the 5K event. He asked if staff had looked into getting a discount on Costco membership for employees.

Finance Director Costello stated she had gotten some information on it but did not have that information handy and would make sure that she would have it at the next meeting. She stated that she believed that she found out that it was not possible without putting the employees on the Town's membership and the Town would be responsible for collecting the money for the memberships from the employees. She stated that she would double check that and verify the information for the next meeting.

Commissioner Rumsey stated that he received a great letter from a couple of residents who stated that they would like to be part of the 4th of July Event Committee. He thanked the authors of the letter and it was good to know that people were watching what the

Commission was doing.

Mayor DuBois stated that she also went to the baseball clinic and it was delightful to watch Mr. Lineweaver teaching the children. She stated that she also attended the street painting festival and it was wonderful. She stated that she was not able to attend the last meeting since she was attending the League of Cities Mayor's conference. She stated that one of the sessions she attended was titled "Culture Builds Florida's Communities" and that it was great because of what they are trying to do in Lake Park and in the CRA District with art and culture. She stated that she wanted to read a statement on the record: "I would like to dispel a rumor that I recently heard about my participation in the art studio and gallery on Park Avenue. Vivian, please ensure that all of what I say is verbatim in the minutes. There was a question as to whether I pay for my studio space. For the record, I personally pay for my studio space and am not treated any differently than any other artist in the facility. Secondly, I have personally assisted with sponsoring the soft opening of the facility and most recently the Children's Street Painting Festival. Year to date, my personal sponsorship contribution total is \$600. So to make myself perfectly clear, I pay for every square inch of my studio space at the gallery, and I personally sponsor events at the gallery. Thank you.

Attorney Baird stated that Finance Director Costello passed on an opportunity for him to attend a social media seminar on October 8th. He stated that he planned to attend and asked if he could bring back the social media report back to the Commission after the seminar and to the second Commission Meeting in October since he would have more information.

Mayor DuBois stated that that was an excellent idea.

Town Manager Davis stated that she needed direction on the free parking for the volunteers at the 5K Event. She stated that she needed to hear from the Commission that they wanted to waive parking fees and for how many people.

Commissioner Rumsey stated that he was not in favor of waiving parking meter fees but was in favor of providing free parking for the volunteers at Town Hall and along Park Avenue.

Mayor DuBois stated that she would speak with the event coordinator and see if she wanted free parking for the volunteers.

Commissioner Hockman stated that he had spoken with the event coordinator earlier that night and there will be quite a few handicap people coming to the event.

Town Manager Davis stated that handicap parking was free and if they have a sticker on their car they do not get charged in parking meter spaces.

Commissioner Hockman stated the he did not know the exact number of volunteers but thought it would be approximately 25 who would need parking.

Commissioner Rumsey stated that the parking for those volunteers could be provided at

Town Hall.

Commissioner Hockman stated that a shuttle would need to be provided.

Vice-Mayor Osterman stated that she was okay with providing the parking at Town Hall but the volunteers would need to provide their own shuttle.

Town Manager Davis stated that she still needed clear direction from the Commission.

Mayor DuBois stated that she heard from herself, Commissioner Rumsey, and Vice-Mayor Osterman that they were willing to provide parking at Town Hall but not to provide shuttle service. She stated that she felt that that was the direction.

Town Manager Davis addressed Commissioner Longtin and stated that Ms. Longtin's perception that she was speaking to Commissioners and not passing information on to her and Commissioner Hockman was not accurate. She stated that at the Budget Workshop she clearly saw that there was sentiment to not eliminate the Administrative Position in the Community Development Department and she was proactive in trying to come up with alternatives. She stated that it was true that the three other Commissioners did call her and talked to her about a lot of different things and she could not help that they call her and ask questions. She stated that she would answer their questions but as far as her passing on information to certain Commissioners was not factual and she was sorry that it was Commissioner Longtin's perception. She stated that if Commissioner Longtin would like for her to call her periodically to discuss Town business or if Commissioner Longtin would like to call her she was happy to spend as much time with her as she does with other Commissioners.

Commissioner Longtin asked Town Manager Davis to call her. She stated that if something was going to be an issue, she would like to know.

Town Manager Davis announced that on Saturday, September 11, 2010 there would be an art opening at the Art Gallery located at 800 Park Avenue. She stated that they will be featuring two artists and a poet. Turgo Bastien was a visiting artist who will be featured this month and Rabul Monflore was the other artist. She stated that poet Solusa Basquin would also be featured. The gallery will have all new artwork displayed in October with new display artists and ceramic classes will start in October. She stated that if anyone was interested they could register with Crista at the art gallery. Water acrylic painting classes were also scheduled for the future. She announced the Beer & Wine Festival on September 12, 2010 from 12noon to 5 p.m. on Park Avenue from the clock tower to 10th St. There will be domestic beers and wine as well as music, food and activities for the children. She gave an update on the sprinkler system on Flagler Blvd. She stated that the work has commenced. There were two new pumps with hydraulic control heads that have been installed and there was valve repair and replacement starting shortly. She stated that the Community Garden was gearing up for the fall planting season and anyone interested in gardening their own plot or volunteering please call Erin Flaherty at 252-0701 and anyone can come by the garden on any Saturday morning from 8 a.m. to 11 a.m. for a tour of the garden and a sampling of the fresh grown vegetables.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Osterman and seconded by Commissioner Rumsey, and by unanimous vote, the meeting adjourned at 10:38 p.m.

Mayor Desca DuBois

Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 3



Minutes
Town of Lake Park, Florida
Final Public Hearing on the Budget
Wednesday, September 15, 2010, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Public Hearing on Wednesday, September 15, 2010 at 7:00 p.m. Present were Mayor Desca DuBois, Vice-Mayor Patricia Osterman, Commissioners Kendall Rumsey, Steven Hockman, and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

Discussion ensued between the Commissioners, Town Manager Davis and Attorney Baird on how to proceed with the Public Hearing and whether or not to add a Parking Meter discussion item to the Agenda.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Mayor DuBois stated that Staff Presentation was left off the agenda and wanted it to be added in.

Motion: A motion was made by Commissioner Longtin to approve the Agenda as modified; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0

STAFF PRESENTATION:

Finance Director Anne Costello gave a brief overview of the Tentative Budget which was previously proposed to the Commission. She began the previous PowerPoint presentation titled "Town of Lake Park Brief Overview of Tentative Budgets Fiscal Year

2010-2011" (see Exhibit "A"). She reviewed and explained the slide titled "Statutory (TRIM) Requirement" (see page 2 of Exhibit "A"). She stated that the "Tentative Millage" or "Proposed Millage Rate" which was also the current millage rate would be 8.5163 and there would be no increase. She stated that the "Rolled-Back Rate" was 10.0123 mills and the "Tentative Millage" was 14.9% below the rolled-back rate. She explained and reviewed "Assessed Taxable Value" (see page 4 of Exhibit "A"). She stated that there has been a 17.5% decrease in taxable value. She showed and explained a pie chart that displayed the "Breakdown of Revenue" (see page 5 of Exhibit "A"). She explained and reviewed the "Analysis of Property Tax Revenue" (see page 6 of Exhibit "A"). She stated that "Total Proceeds" for Fiscal Year 2011 would be \$3,823,100 which was \$813,000 less in tax revenue. She explained that the revenue would not even cover the cost of police and fire services and \$741,205 must be used from other sources to cover those costs. She reviewed "Property Tax vs. Cost of Police and Fire" (see page 7 of Exhibit "A"). She gave an overview of the "General Fund Expenditures" (see page 8 of Exhibit "A"). She stated that there was a total budget cut in "General Fund Expenditures" of \$853, 210. She explained in "Expenditure Highlights" (see page 9 of Exhibit "A") that there would be no COLA or Merit Increases, a total of five furlough days scheduled, travel budgets eliminated within departments, no capital outlay and the unfunded mandate from Palm Beach County for the maintenance of the medians and sidewalks on Congress Avenue and Old Dixie Highway which would be taken from reserves. She explained and reviewed "Fiscal Year 2011 Proposed Eliminations" (see page 11 of Exhibit "A"). She explained that it was proposed to eliminate two positions which were Grounds Maintenance Crew Leader in the Grounds Maintenance Division and Administrative Assistant in the Community Development Department.

Town Manager Davis stated that direction was still needed on the Administrative Assistant position in the Community Development Department.

Commissioner Rumsey asked if the position could be addressed after the presentation.

Town Manager Davis stated yes.

Finance Director Costello continued the presentation. She explained the "Tentative Millage Rates" (see page 19 of Exhibit "A"). She stated that the "Operating Millage (Tax) Rate" would be 8.5163. She explained the "Debt Service Fund" (see page 20 of Exhibit "A") and stated that the "Debt Service Millage Rate" was 1.7000 and was up from 1.4000. She stated that this was because property values have declined and one dollar in tax generates less in tax revenue next year than it did the current year. She reviewed the "Streets & Roads Fund", "Marina Fund", "Stormwater Utility Fund", and "Sanitation Fund" (see pages 21 through 25 of Exhibit "A").

Public Hearing Open

None

Public Comment Closed.

Town Manager Davis explained her proposal for the Administrative Position in the Community Development Department. She stated that her proposal was change the

position to part-time hours in the Community Development Department and part-time hours in Parking Enforcement.

Commissioner Rumsey asked if the pension plan would continue.

Town Manager Davis stated that the pension plan would continue for the employee.

Commissioner Rumsey asked for the titles of the position in the Community Development Department.

Town Manager Davis stated that there was an Administrative Assistant, Planner, two Code Enforcement Officers, two part-time Parking Enforcement Officers, and an Administrative Assistant to the Director.

Commissioner Rumsey asked what other departments besides the Town Manager have an Administrative Assistant to the Director.

Town Manager Davis stated that the Finance Department and the Public Works Departments.

Finance Director Costello explained that there was an Assistant to the Director and Public Works had an Administrative Assistant to the Director.

Mayor DuBois stated that she was looking for direction from the other Commissioners as to what they want to do about the Administrative Assistant position in the Community Development Department.

Vice-Mayor Osterman recommended that the position be reduced to part-time.

Commissioner Hockman stated that he had a couple of questions regarding the budget. He stated that in looking over some of the numbers, there was a \$42,000 mathematic mistake. He stated that the total revenue in the CRA Budget for Expenditures and Employees Salaries, it states that it is \$288,775 then further down the Co-op's salary was listed at \$51,000. He stated that on the last sheet the total including the Co-op totals \$291,000.

Finance Director Costello stated that she would have to double check whether or not there was an error.

Mayor DuBois asked what Commissioner Hockman's discussion about the budget error had to do with the question regarding what to do about the Administrative Assistant Position in the Community Development Department.

Commissioner Hockman stated that it looked like there was a \$42,000 surplus in the CRA Budget.

Vice-Mayor Osterman asked Commissioner Hockman if he addressed his issues with the budget with Finance Director Costello prior to the meeting.

Commissioner Hockman stated that he did not because he was reviewing the budget that day.

Vice-Mayor Osterman stated that she did not think it was acceptable for Commissioner Hockman to bring up the error that night and ask Finance Director Costello questions that she was not prepared to answer. She stated that it should've been discussed prior.

Commissioner Rumsey stated that he disagreed with Vice-Mayor Osterman and stated that it was the Commission's obligation to review the budget every day until it was passed. He stated that they did not have to pass the budget that night but had until September 30, 2010 to approve the budget.

Town Manager Davis asked Mayor DuBois if they could recess for five minutes so that Finance Director Costello could analyze the budget numbers and respond to Commissioner Hockman's questions.

Commissioner Hockman asked if the contract with the Palm Beach County Sheriff's Office and Fire Rescue called for the Town to pay for the gas for their vehicles.

Finance Director Costello explained they were accounting for the gas in accordance with an audit recommendation. She stated that the Town bills them for the gas that they use plus they add a surcharge for administrative fees. She stated that they record their usages and expense because they get their gas from Public Works and they record the revenue on the revenue side when the Town bills them.

Commissioner Rumsey asked if during the break the Community Development Director pull the job descriptions for the Administrative Assistant and the Administrative Assistant to the Director and their pay level.

Town Manager Davis stated that she would like for the Human Resources Director to pull those job descriptions.

Mayor DuBois recessed the meeting at 7:22 p.m.

The meeting reconvened at 7:38 p.m.

Finance Director Costello stated that there was not a mistake in the CRA Budget. She explained that the salaries and benefits for the Co-op were including in the operating expenses line item. In total the numbers were correct. All monies were accounted for correctly in the budget and there was no surplus. She stated that she offered to sit with Commissioner Hockman individually after the meeting or tomorrow to go over the mechanics of her spreadsheet with him so that he was comfortable with it.

Commissioner Hockman stated that he agreed to sit with Finance Director Costello to

go over the spreadsheet.

Commissioner Rumsey thanked Human Director Bambi McKibbon-Turner and Town Manager Davis for pulling the two job descriptions.

Community Development Director Sullivan explained the two positions in the Community Development and their job descriptions.

Commissioner Rumsey stated that upon looking at the job description for Administrative Assistant, permitting was not mentioned. He read the description out loud and stated that he did not see anything regarding permits.

Town Manager Davis explained that positions evolve and unfortunately many times Administration doesn't get around to changing a job description. She stated that she believed that the position mentioned evolved into a permit clerk position and the job description had not been updated to include all of the job duties.

Commissioner Rumsey asked if the responsibilities listed were no longer performed by the Administrative Assistant and they just did permitting.

Community Development Director Sullivan explained that the Assistant handled most or all of the responsibilities in the job description including permitting.

Commissioner Rumsey continued and asked Community Development Director if the Assistant performed each particular job duty listed on the job description.

Community Development Director Sullivan answered accordingly.

Commissioner Longtin stated that she believed that they were delving too far into the Town Manager's territory and that the employees were hers and it's not for them to micromanage that aspect of things.

Commissioner Rumsey assured Commissioner Longtin that he was not looking to micromanage anyone's position. He was just asking questions about a position that they were looking to eliminate and as a Commissioner he did have the right to look at a job description.

PUBLIC HEARING(S):

RESOLUTION(S):

RESOLUTION NO. 38-09-10 - Millage Rate

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2011; 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 2010/2011; PROVIDING FOR AN EFFECTIVE DATE.

Public Hearing Open

None

Public Comment Closed.

Motion: A motion was made by Commissioner Longtin to approve Resolution No. 38-09-10; Vice-Mayor Osterman made the second.

Vote on Motion:

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

Motion passed 4-1

RESOLUTION NO. 39-09-10 - Budget for Fiscal Year 2011

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, 2010, AND ENDING SEPTEMBER 30, 2011, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Public Hearing Open

None

Public Comment Closed.

Vice-Mayor Osterman made a motion to adopt the budget as presented with the elimination of the full-time Administrative position in the Community Development Department and the creation of a part-time position in Community Development and the filling of the vacant part-time position in Parking Enforcement.

Commissioner Longtin seconded the motion.

Commissioner Longtin asked how the motion would affect the budget.

Town Manager Davis explained that the part-time position in the Community Development Department would have to be funded by Reserves.

Commissioner Longtin rescinded her motion.

The motion failed for lack of a second.

Motion: A motion was made by Commissioner Longtin to adopt Resolution No. 39-09-10 as is which included the elimination of the Administrative Position in the Community Development Department; Vice-Mayor Osterman made the second.

Vote on Motion:

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

Motion failed 3-2

Motion: A motion was made by Commissioner Rumsey to approve Resolution No. 39-09-10 with the modification of keeping the full-time Administrative Position in the Community Development Department.

Mayor DuBois passed the gavel.

Mayor DuBois seconded the motion.

Vote on Motion:

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

Motion passed 3-2

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Rumsey thanked Finance Director Costello, Town Manager Davis and all department heads of the Town for their hard work on the budget. He stated that they and every member of staff have done an excellent job in putting the best possible budget together for the Town. He stated that there have been several comments that have come back to him over his stance on the budget. He stated that when he was elected to the position he made the comment that he would not be in support of any resident of the Town being laid off from their job because if they laid off a resident from the Town they would have to pick them up on the backside. He stated that he would not support a budget that would lay off a Town resident. He stated that he heard comments that he felt that some people were more important than other people. He stated that he has never said that any employee is more important than anyone else. He explained how he has strongly stood for the employees. He stated that he valued every employee in the Town and wanted to make sure that they could keep every employee they possibly can.

Commissioner Longtin

None

Commissioner Hockman

None

Vice-Mayor Osterman

None

Mayor DuBois

None

Attorney Baird

None

Town Manager Davis

None

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Osterman and seconded by Commissioner Longtin, and by unanimous vote, the meeting adjourned at 7:55 p.m.

Mayor Desca DuBois

Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 4

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

Meeting Date: **October 6, 2010**

Agenda Item No. **4**

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

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

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

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

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Regular Commission Meeting Minutes of September 15, 2010.

RECOMMENDED MOTION/ACTION: Approve the Regular Commission Meeting Minutes of September 15, 2010.

Approved by Town Manager *W. Davis* Date: 10/1/10
 Deputy Clerk *Jessie [Signature]* Date of Actual Submittal 9/30/10

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, September 15, 2010, 9:25 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, September 15, 2010 at 8:28 p.m. Present were Mayor Desca DuBois, Vice-Mayor Patricia Osterman, Commissioners Kendall Rumsey, Steven Hockman and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

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

Vote on Motion:

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

Motion passed 5-0

PUBLIC AND OTHER COMMENTS:

None

CONSENT AGENDA:

1. Resolution No. 41-09-10 Non-Exclusive Roll-Off Contract
2. Resolution No. 42-09-10 K-Industries LLC Access Easement Agreement

Public Comment Open.

None

Public Comment Closed.

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

Vote on Motion:

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

Motion passed 5-0

DISCUSSION AND POSSIBLE ACTION:

New Town Logo

Town Manager Davis explained that at the last meeting the Commission was shown a series of new Town logos and that the Commission requested that the logos be placed on one slide. She was also asked to put a survey on the web so that the community could vote on their favorite logo. She showed the slide with the six logos and the results of the survey (see Exhibit "A"). She stated that there were 66 votes and the logo with the highest votes was logo number four which was the logo with the image of the clock tower. Logo number three was in second place with 16 votes and in third place was logo number one. She stated that 27 of the 66 votes were from staff and 27 of the 66 votes were residents of Lake Park. A total of 39 votes were from non-residents.

Vice-Mayor Osterman stated that at the last meeting her initial reaction to logo number four was a no, but has talked with several residents who liked the logo. She asked why they picked that particular logo and it was stated to her that the clock tower was new and unique to Lake Park and in the very center and heart of the Town.

Mayor DuBois stated that her initial reaction to logo number four was the same. She stated she had seen many other logos with ships and sailboats. She explained why the Town Hall logos would not work any longer.

Each Commissioner gave their opinion on which logos they liked and didn't like and their reasons why.

Town Manager Davis explained that paper ballots for the logos were given out and some of them were at the art gallery. She stated that the majority of the artists also liked logo

number four but recommended that the color of the outer band of the logo be changed to orange instead of blue.

A demonstration of the two logos were shown side by side so that the Commission could see the difference in the colors and decide on which one they liked best.

Discussion ensued between the Commissioners regarding the new town logo.

Commissioner Hockman asked if the intent was to go right out and buy the business cards right away or if the new logo would be phased in.

Town Manager Davis explained that she wanted to phase in the new logo since there was not any money in the budget to implement it right away. She stated that she wanted a decision on the logo so that she knew what direction to take and get started with it now.

Commissioner Hockman stated that he still liked the current logo with the scroll minus the blue clouds because it was a more historic look for the Town. He stated that he did not like the orange band around logo number four.

Discussion continued among the Commission regarding the new town logo.

Vice-Mayor Osterman stated that she would make a motion but wanted it made clear that the logo would be phased in and items with the new logo be purchased as they were needed.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Osterman to approve logo number four with the blue border; Commissioner Rumsey made the second.

Vote on Motion:

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

Motion passed 3-2

Town Manager Davis stated that the Town code would also need to be changed because the scroll logo was adopted as the Town logo.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Rumsey stated that he received a disturbing copy of an e-mail last week. A Commissioner was requesting information on a former Commissioner's personnel file. He stated that he was disturbed and felt like it was an abuse of power. He stated that he didn't feel it was appropriate to pull information about possible allegations made against a former Commissioner. He hoped in the future that the Commission would refrain from that activity.

Commissioner Longtin stated that she disagreed and that a Commissioner's file was public record. She wished Bert Bostrom a Happy Birthday.

Vice-Mayor Osterman stated that her mother Bert Bostrom was turning 85.

Commissioner Hockman stated that he had a question regarding the mowing of grass in easements. He stated that he remembered seeing a letter that was sent out by the Town asking residents to remove fences from easements, swells, or right of ways. He stated that now they have been informed that they need to maintain those areas.

Town Manager Davis explained that it was a different set of people who were informed and needed to maintain their easement.

Commissioner Hockman stated that he had an issue with the easement requirements that the Town was imposing on residents. He felt that those residents who had easements should be allowed to have their fencing and maintain those easements.

Town Manager Davis explained that there were a dozen residents who encroached upon the alleyways. The alleyways are public property and twelve different households extended their property onto that public property. She stated that it became a hardship for the Town to maintain the properties around it and secondly it became unfair to those property owners who were abiding by the Town code. The Commission voted unanimously to require those property owners to put their fences back to their property line. She explained that the letter Commissioner Hockman was referring to was regarding easements that Public Works had mowed thinking that they were alleyway easements when they were actually easements that property owners should have been taking care of. When this was discovered the letter was sent out.

Vice-Mayor Osterman stated that before the alleyway maintenance was taken over by Public Works it was a public safety issue. There were vermin, trashed cars and boats along the alleyways. She stated that she would not vote to give the maintenance responsibility back to the property owners.

Commissioner Hockman stated that he met with Town Manager Davis last week in reference to the approval of the street lighting consultant contract. He wanted to say on the record that he is disheartened at the fact that they do not look into things more

thoroughly. He expressed his concerns with the lighting consultant contract. He stated that whether the lighting is LED, Induction, or Metal Halyde it is the same light and does not make any difference as far as the layout. He stated that it was the fixture that makes the difference. He stated that the contract has already been approved but in the future they should be more thorough and investigate the costs of the lighting. He stated that in his opinion they were way overpaying for what is being done since FPL will give all of the costs.

Mayor DuBois stated that she spoke at Mayor's Breakfast at the North Palm Beach Chamber of Commerce. She stated that it was a good experience. She stated that it was a good feeling to go to the meetings and see that they know who Lake Park is. She stated that someone approached her and asked her "Do you know how lucky you are to have Maria Davis as a Town Manager"? She stated that she smiled and said "Yes, I do." She stated that she also attended the Literacy Luncheon and had a wonderful experience. She stated that she received a book that would be presented to the children on October 7, 2010. She stated that anyone who was interested in helping present the book they could contact her or the Library.

Town Attorney Baird stated that he received an e-mail from Fausto Gomez via Town Manager Davis announcing a League of Cities Legislative Policies Workshop in Orlando on November 18th and 19th. He stated that Mr. Gomez recommended that Town staff and the Commission attend the meeting. He gave an update on the sober house issue.

Discussion ensued between the Commissioners and Town Attorney Baird regarding who should attend the League of Cities Legislative Policies Workshop in Orlando.

Commissioner Rumsey recommended that Mayor DuBois attend the workshop to represent the Town and to also bring a staff member.

Commissioner Longtin stated that she concurred with the recommendation and stated that she would attend on her own time if she was able.

Town Manager Davis announced that the Library would be celebrating Curious George's 70th birthday on Saturday, September 25th at 11 a.m. in the Skylar Room. Children will enjoy a story, game, craft, and a snack. There will also be a kickoff for a monthly kid's movie on Wednesday, September 29th in the Skylar Room at 3:30 p.m. The movie featured that day will be Marmaduke. On Sunday, September 26th from 5 p.m. to 8 p.m. there will be motorcycle show on Park Avenue titled "Ride In On Park". All bikers are welcome and there will be free admission. On Friday, September 24th there will be a "Sunset Party" at the Marina from 6 p.m. to 8 p.m. There will be music and refreshments.

She asked the Commission if they wanted to make a sponsorship contribution to the Holiday Boat Parade.

Discussion ensued between the Commissioners on whether or not to give a sponsorship contribution to the Holiday Boat Parade.

The Commission came to consensus to give a sponsorship contribution to the Holiday Boat Parade.

Town Manager Davis gave an update on the West Ilex Park Improvement Project. She stated that construction would begin shortly. The Marina overflow parking lot was open for business and the Seeds of Hope Community Garden was gearing up for the fall planting season. Participants, volunteers and sponsors were needed. She stated that you could pick up an application in the front lobby of Town Hall and can contact Erin Flaherty at 252-7179. Seeds of Hope could also be found on Facebook and pictures can be viewed on Picasa Web Albums by typing Seeds of Hope Community Garden in the Search box.

Vice-Mayor Osterman asked Town Manager Davis to direct the Library Director to update the Library events on the webpage calendar.

Commissioner Hockman wanted to remind everyone about the 5K Run Event which would be taking place on September 25th from 8 a.m. to 12 p.m. at Kelsey Park.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Osterman and seconded by Commissioner Rumsey, and by unanimous vote, the meeting adjourned at 9:15 p.m.

Mayor Desca DuBois

Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 5

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

Meeting Date: October 6, 2010

Agenda Item No. 5

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

SUBJECT: Florida City Government Week

RECOMMENDED MOTION/ACTION: Approve Resolution

Approved by Town Manager W. Davis Date: 9/29/10

Virginia Martin/Grants Writer
Name/Title

September 8, 2010
Date of Actual Submittal

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

Summary Explanation/Background:

Each year, the Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida by sponsoring the *Florida City Government Week*. In October, the League asks its member municipalities to help educate the general public about the valuable services provided by municipal governments, and recognize this service with a Resolution.

RESOLUTION NO. 43-10-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 21-27, 2007, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CENEBRATION 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 REESOLVED BY THE TOWNCOMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

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

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

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

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

Section 5. This Resolution shall take effect upon adoption.

TAB 6

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

Meeting Date: **October 6, 2010**

Agenda Item No. 6

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

SUBJECT: Resolution Supporting the Florida Department of Transportation's South Florida East Coast Corridor Project

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *Patrick Sullivan* Date: 9/28/10

Patrick Sullivan CD Director

Name/Title

Patrick Sullivan

Date of Actual Submittal

9/28/10

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Resolution
Department Review: <input checked="" type="checkbox"/> Town Attorney, <u><i>PGS</i></u> <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <u>PGS</u>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>PGS</i></u> Or 9/27/2010 Not applicable in this case _____: Please initial one.

Summary Explanation/Background: FDOT is continuing the SFEC Study that will develop a master plan for transit service along the southeast corridor of the state from Jupiter to Miami. They are asking that all the communities along the corridor to support its continued study by means of a resolution that you have before you tonight. This study also looks at rail station placement throughout the corridor and Lake Park has been identified as one such community that should have a station. This resolution confirms that the Town of Lake Park agrees that the Town would like to see a station located in Lake Park. The resolution does not commit the Town to any financial obligations regarding the station either now or in the future. It simply states the Town's

support for train service.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S SFEC CORRIDOR PROJECT (FROM JUPITER TO MIAMI) AND ITS AFFILIATED REGIONAL AND COUNTY TRANSPORTATION AGENCIES; ACKNOWLEDGING POTENTIAL STATION LOCATIONS; ACKNOWLEDGING THE TOWN OF LAKE PARK'S COMMITMENT TO THE PROJECT TO ENHANCE MOBILITY IN THE SOUTHEAST FLORIDA REGION.

WHEREAS the FEC Railway corridor was at one time operated as a passenger rail line along Florida's east coast, traversing the Southeast Florida Region; and

WHEREAS, cities along Florida's east coast historically developed around train stations along the FEC railroad; and

WHEREAS, modern cities along Florida's east coast are currently implementing programs to redevelop historic downtowns built around train stations; and

WHEREAS, the public policy Eastward Ho!, developed by the Governor's Commission for a Sustainable South Florida, provides guidance for improving quality of life and managing growth including the redevelopment of eastern Miami-Dade, Broward, and Palm Beach Counties; and

WHEREAS, improved mobility is highly desired in the Southeast Florida Region and throughout the State of Florida; and

WHEREAS, transit, including rail transit, is a key component of improved mobility, especially between cities and throughout the Southeast Florida Region; and

WHEREAS, the reintroduction of passenger service along Florida's east coast would provide near-term jobs and economic stimulus for Florida's residents and businesses; and

WHEREAS, the reduction of Vehicle Miles Traveled (VMT) and changes to the distribution of trips by transportation mode would reduce fuel consumption and the amounts of pollutants emitted in the Southeast Florida Region; and

WHEREAS, an integrated system of transit services is needed for existing and future travel markets including long-distance travel served by the SFRC/Tri-Rail Commuter Rail System, moderate-distance travel served by transit in the eastern FEC Railway Corridor, and local travel in the urban centers by local circulator services;

WHEREAS, the FEC Railway Corridor right-of-way represents a unique and strategic transportation corridor that provides vital freight and transportation rail services to and from South Florida; and

WHEREAS, the 2006 Florida Rail Plan identifies passenger transit along the FEC Railway corridor as a potential "Coastal Route" for new passenger rail service in the State of Florida; and

WHEREAS, the 2008 SFRTA Strategic Regional Transit Plan, outlined transit corridor expansion alternatives including the FEC Railway Corridor; and

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

SECTION 1. Working with the Florida Department of Transportation, local governments, and other appropriate public agencies, a Locally-Preferred Alternative will be recommended to the Boards of the southeast Florida Metropolitan Planning Organizations (MPOs), the South East Florida Transportation Council (SEFTC), and the Governing Board of the South Florida Regional Transportation Authority (SFRTA) for endorsement/adoption.

SECTION 2. The Town of Lake Park agrees with the proposed transit station locations, as identified through a collaborative, public process in Phase 2 of this Study, particularly as they pertain to this jurisdiction, as appropriate.

SECTION 3. Working with the Florida Department of Transportation and other appropriate agencies, the Town of Lake Park agrees to support complementary land use policies, land development regulations, and economic development activities consistent with the Federal Transit Administration New Starts Development Process.

SECTION 4. The FDOT, on behalf of all state stakeholders is encouraged to actively pursue obtaining shared access to the current FEC Railway Corridor with the purposes of reintroducing passenger transit services within the FEC Railway Corridor.

SECTION 5. The Lake Park Town Clerk is hereby authorized to forward a copy of this resolution to all appropriate public agencies including County commissions and officials involved in regional transit planning, the SFRTA and its membership, the Florida League of Cities, the Florida Association of Counties, local governments, and Chambers of Commerce within the South Florida area, CSX Transportation, Flagler Development Group, Florida East Coast Railway, L.L.C, and aviation and sea port agency officials.

ADOPTED this _____ day of _____, 2010.

TAB 7

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

Meeting Date: October 6, 2010

Agenda Item No. 7

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

SUBJECT: Resolution to Revise the Town of Lake Park Uniform Classification System to Add the Job Description of Library Facilities Custodian

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *W. Davis*
Date: 10/1/10

Karen Mahnk, Library Director *[Signature]* 9/30/10
Name/Title Date of Actual Submittal

Originating Department: Library	Costs: \$ 12,487.40 Funding Source: Acct. <u>700-13000</u>	Attachments: Resolution and Job Description
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u>AMC 9/30/10</u>	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Human Resources <u>BMT</u> <input checked="" type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>KM</u> : Please initial one.

Summary Explanation/Background:

The purpose of this item is to include the new job description of Library Facilities Custodian in the Town of Lake Park Uniform Classification Plan to more accurately reflect the more specialized custodial duties required for the Library facilities, which include the cleaning of Library books, shelving and public computer equipment. The cleaning of the Library has previously been outsourced to Sparkle Team. Such contract will end effective October 31, 2010. The position of Library Facilities Custodian has been budgeted for Fiscal Year 2011 with a pay range of \$9.89 to \$15.19, and will be filled on a part-time basis at the minimum rate of \$9.89 per hour.

RESOLUTION 45-10-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN UNIFORM CLASSIFICATION SYSTEM TO ADD THE JOB DESCRIPTION FOR THE POSITION OF LIBRARY FACILITIES CUSTODIAN; PROVIDING FOR THE PUBLICATION OF AN UPDATED UNIFORM CLASSIFICATION SYSTEM; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 2. The Uniform Classification System is revised to add the job description for the position of Library Facilities Custodian. A copy of the job description for this position is attached hereto as Exhibit A.

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

LIBRARY FACILITIES CUSTODIAN

EXHIBIT A

JOB CODE: 346
DEPARTMENT: LAKE PARK PUBLIC LIBRARY

CHARACTERISTICS OF THE CLASS:

Under general supervision, performs a wide range of custodial tasks at the Lake Park Public Library involving the use of cleaning materials and equipment. Primary responsibility is for cleaning throughout the Library building including computers and other related equipment. Perform as other work as requested. This is a non-exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the Library Facilities Custodian position.

1. Sweep mop scrub wax polish and vacuum floors, wax and polish and clean furniture
2. Dust windows, woodwork, book shelves and cabinets, and remove all scuff marks
3. Clean and sanitize computer keyboards, mouse, monitors and other related equipment.
4. Clean and sanitize all restrooms, kitchen and fixtures
5. Check and stock related supplies as needed
6. Check to ensure that all lavatory facilities are properly functioning
7. Remove and dispose of all rubbish and trash in designated areas
8. Report to the Library Director any damage to structure or any equipment or furniture

MINIMUM REQUIREMENTS:

A. Training and Experience:

At least three years of experience in janitorial work specifically in office and/or library environments

B. Knowledge, Skills and Abilities:

- Ability to read, understand and carry out oral and written instructions.
- Ability to establish and maintain effective working relationships with the public and staff.
- Ability to maintain a high standard of maintenance, cleaning and disinfection
- Ability to conduct several tasks at once and adapt to changing needs
- Strong attention to detail and thoroughness
- Thorough knowledge of office custodial practices, cleaning processes, supplies and equipment, and the use of proper cleaning methods and materials as they pertain to office electronics and other surfaces
- Ability to work a varied work schedule

C. Physical Requirements:

Work involves physical effort, i.e. standing walking or frequent light lifting (five to sixty), push and pull 100 pound carts and lift boxes weighing up to 50 pounds and dexterity of fingers, limbs or body in the use or shifting of office equipment.

Work involves squatting and reaching low areas such as floor level shelves, ledges and recessed areas to clean.

D. Environmental Requirements:

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

E. Sensory Requirements:

Work requires color and form perception and discrimination.

F. Blood Borne Pathogens:

Category II – Minimal to No Risk of Exposure

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

TAB 8

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

Meeting Date: October 6, 2010

Agenda Item No. 8

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

SUBJECT: Revised ballfield fee structure

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager W. Davis Date: 9/29/10
Greg Dowling / Dir. Parks + Rec 9-14-10
 Name/Title Date of Actual Submittal

Originating Department: Recreation Department	Costs: \$ -0- Funding Source: Acct.	Attachments: Current & Proposed Ballfield Fees
Department Review: <input checked="" type="checkbox"/> Recreation Dept _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case ___GD___: Please initial one.

Summary Explanation/Background: Attached are the current and proposed ballfield fee rate schedules. Staff is proposing to increase ballfield fees to cover maintenance and repair on the field when teams or groups use the fields outside normal operating hours. The fields are open to the public at no charge during normal operating hours.

DESCRIPTION	CURRENT FEE	PROPOSED FEE
--------------------	--------------------	---------------------

Field Fee	\$50 per Month unlimited use	\$10 per hour 2 hour minimum
Light Fee	\$20 per hour	\$20 per hour
Game Fee	\$100 per Event	\$200 per Event
Line Field Fee	NC	\$60 (Materials included)
Staff	NC	\$15 per hr/staff (If needed)
Security Deposit*	\$200	\$100 One day event \$200 For groups other than a one day event
Group Play ** Discount (Use of field if used two months or more)	NC	10% discount for one month or more field use

***Security Deposit** - Refundable if facility is left clean, undamaged, and the event(s) were held without incident requiring intervention..

** **Group Play Discount** - Clubs or group leagues that are not affiliated with Lake Park, but wish to use the field one month or more.

NOTE: A 6.5% sales tax will be added to the fee.

TAB 9

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

Meeting Date: **October 6, 2010** Agenda Item No. **9**

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

SUBJECT: Renewal of the Northlake Blvd. Task Force Interlocal Agreement

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager W. Davis Date: 9/28/10
Vin Lenley 9/14/2010
 Name/Title Date of Actual Submittal

Originating Department: Community Development	Costs: \$ Funding Source: Acct. #	Attachments: Resolution Interlocal Agreement
Department Review: <input checked="" type="checkbox"/> Attorney <u>ZJB</u> <input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept	<input type="checkbox"/> Grants <input type="checkbox"/> Human Resources <input type="checkbox"/> Information Technology <input type="checkbox"/> Library <input type="checkbox"/> Marina	<input type="checkbox"/> PBSO <input type="checkbox"/> Public Works <input type="checkbox"/> Recreation <input type="checkbox"/> Town Clerk <u>YML</u> <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u> Please Initial one.

Summary Explanation/Background:

RESOLUTION NO. 47-10-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS, TOWN OF LAKE PARK, AND PALM BEACH COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the local governments of the City of Palm Beach Gardens, the Village of North Palm Beach, the Town of Lake Park, and Palm Beach County, (hereinafter the "Participants") previously entered into an interlocal agreement establishing the Northlake Boulevard Task Force (hereinafter the "Task Force") on September 2, 1997 (R-97-1156) (hereinafter the "Agreement"); and

WHEREAS, the Agreement was subsequently amended by the First Amendment to the Agreement, which was effective on August 20, 1998 (R-98-1378D) and by the Second Amendment to the Agreement, which was effective on August 22, 2000 (R-2000-1182); and

WHEREAS, the Agreement was subsequently replaced in its entirety by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394) (hereinafter referred to as the "Restated Agreement"); and

WHEREAS, the Restated Agreement was subsequently amended by the Amendment to Amended and Restated Agreement, which was effective on September 13, 2005, and the Second Amendment to the Amended and Restated Agreement, which was effective on May 6, 2006 (R-2006-0866); and

WHEREAS, the Restated Agreement as amended by R-2006-0866 provides in Part 1, Section 6 that the term of the Agreement continues through September 30, 2010, but may be

extended by written instrument of the Participants; and

WHEREAS, the Participants have determined it is appropriate to extend the Agreement for a period of one year.

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

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

Section 2. The Mayor is hereby authorized and directed to execute the Third Amendment to the Amended and Restated Interlocal Agreement between the Village of North Palm Beach, City of Palm Beach Gardens, Town of Lake Park and Palm Beach County which is attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall be effective upon adoption.

TAB 10

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

Meeting Date: October 6, 2010

Agenda Item No. 10

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

SUBJECT: Piggy-back "Disaster Debris Management and Support Services" Agreement between Palm Beach County Solid Waste Authority (SWA) and Malcolm Pirnie, Inc.

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager W. J. Davis Date: 10/1/10

Dave Hunt / Public Works Director
Name/Title

October 1, 2010
Date of Actual Submittal

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

Summary Explanation/Background: After a declared emergency, FEMA will reimburse municipalities for expenses associated with contracted monitoring of storm debris removal companies only if the rates paid are established by a competitive bid process. The SWA has

awarded a contract to Malcolm Pirnie, Inc. based upon their low bid submittal for services in the unincorporated areas. Malcolm Pirnie will support the Town during a disaster recovery effort and will be responsible for the overall monitoring of debris collection. They shall coordinate with the disaster debris removal Contractor and the Town to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines. Malcolm Pirnie, Inc. has agreed to extend their rates to the Town by way of "piggy-back" on the SWA contract terms and conditions.

TAB 11

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

Meeting Date: October 6, 2010

Agenda Item No. 11

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

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

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

<input type="checkbox"/> OTHER | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

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

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

SUBJECT: Piggy-back "Emergency Debris Removal and Disaster Recovery Services" Agreement between Palm Beach County Solid Waste Authority (SWA) and Phillips & Jordan, Inc.

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *Dave Hunt* Date: 10/1/10

Dave Hunt / Public Works Director
Name/Title

October 1, 2010
Date of Actual Submittal

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

Summary Explanation/Background: After a declared emergency, FEMA will reimburse municipalities for expenses associated with contracted clean-up of storm debris only if the rates paid are established by a competitive bid process. The SWA has awarded contracts to

qualified companies based upon their low bid submittals for services in the unincorporated areas. The contractor assigned to the North County, Phillips & Jordan, has agreed to extend their rates to the Town by way of "piggy-back" on the SWA contract terms and conditions.



AGREEMENT

FOR

DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES

BETWEEN

THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

MALCOLM PIRNIE, INC.

AGREEMENT NO. 08-233

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**AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT No. 08-233**

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 Malcolm Pirnie, Inc. (hereinafter referred to as CONTRACTOR), a Florida Corporation, whose Federal Employer Identification Number is 13-2653703:

Whereas, AUTHORITY requires disaster debris management and support services.

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 effective date of this Agreement shall be August 12, 2008.

Term of Agreement shall be for a three (3) year period, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for three (3) additional years at the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as specifically stated in the Scope of Work (Exhibit A) and as may be specifically designated and authorized by the AUTHORITY. Such authorizations will be referred to as Consultant Services Authorizations (CSA). Each CSA form will set forth a specific Scope of Services, amount of compensation and completion date.

ARTICLE 3 - COMPENSATION

3.1 - GENERAL

AUTHORITY shall pay CONTRACTOR in accordance with Exhibit B – Fee Schedule, which is attached hereto and incorporated by reference as part of this Agreement.

Compensation may be negotiated as a lump sum or not to exceed price on a per-project basis, on each individual CSA. Invoices must reference the current contract number or Consultant Services Authorization number (if any).

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.

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 \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
3. **Workers' Compensation Insurance** in accordance with statutory requirements and **Employer's Liability Insurance** with limits of not less than \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 aggregate.
4. **Excess Liability Insurance** with limits of not less than \$5,000,000 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 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 CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the AUTHORITY, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any wrongful or negligent acts or omissions of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the AUTHORITY or its agents, employees, or representatives, when an occurrence results from the wrongful acts or omissions of the AUTHORITY, or its agents, employees or representatives.

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

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. AUTHORITY shall have no right to supervise the methods used, but AUTHORITY shall have the right to observe such performance.

CONTRACTOR shall work closely with AUTHORITY in performing Services under this Agreement.

The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment of 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-CONSULTING

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.

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 not 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, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

ARTICLE 14 - TERMINATION OF AGREEMENT

This Agreement may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR. It may also be terminated by the AUTHORITY with or without cause immediately upon written notice to the CONTRACTOR. 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. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONTRACTOR shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- d. Continue and complete all parts of the work that have not been terminated.

The CONTRACTOR shall be paid for services actually rendered to the date of termination.

ARTICLE 15 - 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 16 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 17 - NON-DISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

ARTICLE 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - 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 25 - 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 its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 26 - ACCESS AND AUDITS

CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. 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 27 - 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 N. Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director

As To CONTRACTOR

Malcolm Pirnie, Inc.
8201 Peters Road, Suite 3400
Plantation, Florida 33324
Attention: Stephen C. Schwarz, P.E., BCEE, Vice President
Office No.: 954-761-3460 Fax No.: 954-761-7939

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 28 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **John Archambo, Director of Customer Relations**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 29 - 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:

Leah K. Richter, P.E., Client Service Manager

Office No.: 954-525-2499 Cell No.: 954-599-7368 E-Mail: lrichter@pirmie.com

Sam Rosania, VP Program Manager

Office No.: 813-248-6900 Cell No.: 813-505-1313 E-Mail: srosania@pirmie.com

Darius Stankunas, Project Manager

Office No.: 813-248-6900 Cell No.: 813-417-0106 E-Mail: dstankunas@pirmie.com

ARTICLE 30 - MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE (M/W/SBE) AFFIRMATIVE ACTION PROGRAM

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for minority participation in contracts and purchases. CONTRACTOR shall submit a plan showing how he/she will assist the AUTHORITY in achieving this goal through women/minority subcontractor participation or any other method. Minority hiring, although laudable, does not qualify for the purpose of meeting the goal above cited. The goal is to encourage doing business with certified M/W/SBE'S. The AUTHORITY will require documentary proof of the implementation and progress of the proposed plan.

The CONTRACTOR understands that each minority and/or women-owned firm utilized pursuant to this Agreement to meet the AUTHORITY M/W/SBE goals must be certified by a governmental entity. Certificates shall be submitted for specific M/W/SBE'S listed in the plan.

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 unless required to be disclosed by law or court order.

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ARTICLE 32 - FHWA

1. FHWA Form 1273. The parties agree that the Contract incorporates into its terms and conditions all of the provisions set forth in the document commonly known as FHWA Form 1273. The term "contractor," as used in shall apply to and mean the CONTRACTOR, Malcolm Pimie, Inc., who may also be referred to as the "prime contractor", "bidder", "proposer", "prospective primary participant", "prospective participant", "participant" or the like. The document labeled "Exhibit D" shall be added to and made a part of the Contract as "Exhibit D".
 - A. The CONTRACTOR shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Contract. 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 <http://www.dot.state.fl.us/construction/wage.htm>. Said wage rate tables are incorporated into and made a part of this Contract by reference.
2. 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 the document labeled "Exhibit E", attached to this First Amendment. The Contract is amended to incorporate into its terms and conditions the requirements of the Buy America law as described herein and in Exhibit E to this First Amendment. 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 Contract in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA, to the extent applicable. The document labeled "Exhibit E" shall be added to and made a part of the Contract as "Exhibit E".
3. Disadvantaged Business Enterprises.
 - A. This provision shall supplement Article 30 of the Contract. The Contract 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 Contract. 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 Contract, which may result in the termination of this Contract 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.

- B. The CONTRACTOR is required to pay its subcontractors performing work related to this Contract 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.
 - C. 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.bipincwebapps.com/bizwebflorida/. 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.
4. Certification Regarding Suspension and Debarment.
- A. This Contract 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 Contract as defined at 49 CFR 29.940 and 29.945.
 - B. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of the Contract. 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 XI of the attached Exhibit D. 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.
5. Access to Records and their Retention.
- A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Contract for at least five (5) years after completion or termination of this Contract 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 Contract, 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.

- B. The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Contract, 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.
6. **Audit Requirements.** The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Contract 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 Contract.
7. **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 Contract comply with the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended, and the regulations and guidance's related thereto.
8. **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.
9. **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.

10. **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.
11. **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. CONTRACTOR confirms that by signing and submitting a bid or proposal for the work covered by this Contract, it made the certification described in Section XII of the attached Exhibit D.
12. **Non-Collusion Statement.** The CONTRACTOR does hereby declare and confirm, under penalty of perjury under the laws of the United States and the State of Florida, that to the best of its knowledge and belief, its prices were arrived at independently without collusion, consultation or other action undertaken for the purpose of restricting competition and it has not, either directly or indirectly, entered into any agreement or participated in any collusive activity or otherwise taken any action in restraint of free competitive bidding in connection with the solicitation issued by the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal and this Contract.

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In Witness Whereof, the Solid Waste Authority of Palm Beach County, and Malcolm Pirnie, Inc. has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. [Signature]
2. [Signature]

By: [Signature]
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: [Signature]
General Counsel to the Authority

MALCOLM PIRNIE, INC.:

Attest:

[Signature]
Asst. Corporate Secretary
Gerard Couvatzzi

By: [Signature]
(Corporate Seal)

Witness:

1. [Signature]
2. [Signature]

Name: Stephen C. Schwarz
Title: Vice President



SCOPE OF WORK

The CONTRACTOR must be knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The CONTRACTOR will support the AUTHORITY during a disaster recovery effort and will be responsible for the overall monitoring of debris collection. The CONTRACTOR shall coordinate with the disaster debris removal CONTRACTOR(s) and the AUTHORITY to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.

The AUTHORITY intends to provide vehicle certification forms, placards, and load tickets. The AUTHORITY will provide a Field Service Representative for each debris zone to oversee and monitor the collection activity within their debris zone and to work directly with the Debris Collection CONTRACTOR and the Monitoring CONTRACTOR to schedule all work. The AUTHORITY will provide temporary debris sites (TDS).

The scope of services to be provided includes Project Management and Administration, Collection Monitoring, Load Ticket Processing, Temporary Debris Site (TDS) monitoring, Debris Vehicle Certification, Damage Complaint Tracking, Data Compilation and Reporting, Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the AUTHORITY'S Project Manager, and other related services as outlined in this Scope of Services.

1. PROJECT MANAGEMENT AND ADMINISTRATION

- A. The CONTRACTOR shall appoint a qualified and experienced Project Manager for overall coordination and communication with the AUTHORITY. The Project Manager shall remain on the job and available to the AUTHORITY at all times during the operational phases of the debris collection and disposal project.
- B. The CONTRACTOR shall be prepared to supply a temporary field office for the monitoring staff. The field office shall include all necessary communication and office equipment, and supplies to effectively implement assigned duties.
- C. Examples of project management and administrative responsibilities include but are not limited to:
 - 1. Coordinate daily briefings with key operational staff, AUTHORITY staff and debris management contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management contractor(s) and the debris management operation.

2. Provide a daily report of the debris contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the AUTHORITY'S Project Manager or designee.
3. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
4. Hire, train, deploy and supervise all field collection monitors and staff.
5. Conduct debris surveys and perform debris estimation by debris types as requested by the AUTHORITY.
6. Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
7. Track and coordinate responses to problems identified in the field, citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. CONTRACTOR shall maintain a detailed GIS database of customer complaints and resolutions.
8. Make all reasonable efforts to ensure that TDS have access control and security. Conduct end of the day duties and verify that all vehicles have left the TDS at the specified time established by the AUTHORITY.
9. Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected. Maps shall be posted daily in a central location at the AUTHORITY and updated by 10:00 AM of each business day illustrating the progress from the previous day's work. Provide quality control training to all field collection and site monitors to ensure accuracy and completion of all load tickets.
10. Schedule work for all team members and sub-contractors on a daily basis.
11. Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
12. Monitor the debris removal contractor(s) and TDS(s) for compliance with their contract with the AUTHORITY.
13. Provide training to AUTHORITY staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), County, state and federal agencies.
14. Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with AUTHORITY software and approved by the AUTHORITY'S Project Manager or designee. The AUTHORITY utilizes Microsoft products (Excel, Access and Sequel Server).

15. Daily personnel tracking sheets (field reports) shall be maintained for all CONTRACTOR personnel assigned to the project.
16. Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
17. Prepare daily and periodic tracking reports to support debris removal, TDS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and contractor invoices.
18. Compile records and assist the AUTHORITY with the preparation of required forms for reimbursement.
19. If requested by the AUTHORITY, provide call center operators to receive and process calls from customers with disaster debris collection concerns within unincorporated Palm Beach County.

2. COLLECTION MONITORING

- A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The CONTRACTOR shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed.
- B. The CONTRACTOR shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the AUTHORITY. This team will monitor the debris contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the AUTHORITY through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- C. When a field collection monitor signs a load ticket, he or she is certifying that to the best of his or her knowledge and belief, ALL information on the document is complete and correct. The field collection monitor shall to the best of his or her knowledge initiate load tickets at the collection location for eligible loads only. The field collection and TDS monitors will make all reasonable efforts to assure the load ticket is completed accurately for eligible loads of disaster debris and that the load ticket is valid. Only tickets that are valid will be paid by the AUTHORITY. CONTRACTOR shall not be paid the TDS or Field Monitor at a one hour rate for each invalid eligible load ticket. In addition, the CONTRACTOR shall be responsible to the AUTHORITY for payment to the debris contractor for the collection, processing and disposal for the invalid eligible load ticket(s).

- D. The CONTRACTOR will establish a Quality Control Program to review all load tickets for completeness, accuracy and eligibility. This program will include a quality control review of load tickets at the TDS tower, at the Data Entry Center, and random reviews in the field. Tickets that are not completed will be assessed as to eligibility and validity and actions will be taken to verify all ticket data fields and establish the tickets eligibility and validity. If necessary the CONTRACTOR and the AUTHORITY will review certain load tickets to determine load ticket eligibility and validity.

Additional examples of collection monitoring quality control tasks include, but are not limited to, the following:

1. Verifying that all debris picked up is a direct result of the disaster.
2. Accurately recording the addresses, streets and locations where debris was collected.
3. Verifying that the debris collection contractor(s) are working in their assigned collection areas and roads.
4. CONTRACTOR shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The CONTRACTOR shall immediately notify the AUTHORITY'S Project Manager to review matter and provide final resolution.
5. The CONTRACTOR field monitoring team member(s) are responsible immediately to report to their supervisor any sloppy (poor collection service) and ineligible material attempting to be collected by the contractor. The monitoring CONTRACTOR'S supervisor shall immediately notify the AUTHORITY'S Project Manager of such activities for immediate resolution.
6. Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
7. Assuring compliance with AUTHORITY contracts by all debris contractors and debris subcontractors.
8. Maintaining and cataloging/indexing photo documentation of recovery work on a daily basis.
9. Identifying eligible stumps, hangers and leaners. Coordinating with the AUTHORITY and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc) are completed for reimbursement purposes as may be required by FEMA.
10. Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
11. Coordinating with the AUTHORITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. CONTRACTOR shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS. Any

photos of the property damage must be linked in the GIS. The AUTHORITY currently has an Enterprise GIS System which utilizes ESRI's SDE, ArcINFO and Microsoft's SQL Server. Data is served out internally and externally using Orion Technologies' Onpoint which is a thin client that utilizes ESRI's ArcIMS. A personal geodatabase at minimum should be provided to the AUTHORITY with weekly updates.

12. Meeting any and all FEMA requirements.
13. Neither the services performed by the CONTRACTOR under this Agreement nor the presence of CONTRACTOR nor its employees and subcontractors at any site in performance of its services shall relieve debris removal contractor or their subcontractors, the AUTHORITY or any other entity of their obligations duties and responsibilities with respect to job site safety. CONTRACTOR has no authority to exercise any control over the debris contractor or their subcontractors, the AUTHORITY or any other entity in connection with any health or safety precautions. CONTRACTOR shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal contractor or their subcontractors or any other entity except to the extent relating to CONTRACTOR'S employees.

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3. LOAD TICKET PROCESS DEVELOPMENT

OPTION "A"

- A. The CONTRACTOR shall establish an organized process that assures complete and accurate data is being recorded on an approved AUTHORITY debris load ticket. Load tickets shall consist of multi-copy pages. The CONTRACTOR shall retain original completed tickets on behalf of the AUTHORITY and copies provided to the debris removal contractor, vehicle driver, etc., as appropriate. Tickets shall be filed in ticket number order and scanned. Scanned tickets shall be cataloged by ticket number order, easily retrievable, printable and cataloged/indexed with accompanying photos. Original tickets retained by the CONTRACTOR on behalf of the AUTHORITY shall be cataloged / indexed with accompanying photos. The hardcopy and electronic versions of the tickets shall be turned over to the AUTHORITY upon completion of the project.
- B. AUTHORITY load tickets will include the following minimum information: (conform list to match items on SWA load tickets)
1. Date
 2. Loading Site Departure Time
 3. Disposal Site Arrival Time
 4. Complete street address of closest property
 5. Type of debris
 6. Vehicle certification number
 7. Vehicle measured cubic yard capacity
 8. Percent of volume (PV)
 9. Driver name (printed)
 10. Field monitor's name (printed) and signature
 11. Name of sub-contractor
 12. TDS monitor's name (printed) and signature

OPTION "B" ADMS

"Automated Debris Management Systems" (ADMS).

The AUTHORITY may elect a future pilot program using ADMS on a very limited basis to monitor stumps collection, hangers, or reported property damages. AUTHORITY shall pay CONTRACTOR in accordance with Exhibit B - Fee Schedule, Option B - ADMS.

The electronic debris management system must at a minimum create load tickets electronically eliminating the need for hand written and scanned tickets. The system features must include, at a minimum the following:

1. Paperless electronic (handheld device) data collection
2. Duplicate databases for government and contractor use. CONTRACTOR database will be internet accessible to subcontractors, city, state, and other public entities on a need to know basis.
3. Minimal manual entry of traditional debris paper load ticket data fields

4. Automation of debris pickup location thru use of GPS/GIS technologies
5. Evaluation of daily event status using web-based reporting and GIS tools
6. Coordination of contractor invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system.
7. CONTRACTOR may, upon the AUTHORITY'S request, use HAULPASS™ during the performance of services under this Agreement. The definition of HAULPASS™ is as follows: The hardware-software system and components thereof, including the software therein and name used under this Agreement for managing the collection, transport, and/or disposal of debris, and any and all improvements thereto. **Ownership**-CONTRACTOR shall retain sole ownership of and AUTHORITY shall have no rights with respect to, the HaulPass™ System. All rights are reserved by CONTRACTOR with respect to the HaulPass™ System under the patent, copyright, trade secret and other applicable laws of the United States. In addition, any use, disclosure and reproduction of the HaulPass™ System by the AUTHORITY is subject to the maximum restrictions (if any) set forth in all applicable federal, state, county and municipal laws, rules and regulations.

4. TEMPORARY DEBRIS SITE MONITORING

- A. The CONTRACTOR shall be capable of conducting pre- and post-use environmental monitoring of the TDS locations to detect environmental contamination of the TDS, either present before use or after closeout of TDS operations, if requested by the AUTHORITY.
- B. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the TDS monitors. The CONTRACTOR shall assure that TDS and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- C. The CONTRACTOR shall provide TDS monitors to observe debris unloading operations at the AUTHORITY'S designated TDS(s). A minimum of two TDS monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the TDS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The CONTRACTOR shall observe vehicles entering and exiting the TDS, and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.). Additionally, the TDS monitor shall calibrate their debris vehicle load determinations with the FEMA monitors. TDS monitors are expected to provide volume determination consistent with FEMA.

- D. When a field collection monitor signs a load ticket, he or she is certifying that to the best of his or her knowledge and belief, the information on the document is complete and correct. The TDS monitor shall not sign or accept any incorrect or partially completed load ticket at the TDS unless authorized by the AUTHORITY. The TDS monitor is to provide quality control of the load tickets and is responsible for making sure all load tickets are properly completed. A TDS Monitor shall immediately report an incomplete load ticket to their supervisor and request the collection vehicle pull over to the side so as not to disrupt traffic flow at the TDS. The TDS monitor supervisor shall contact the field monitor responsible for the load ticket and if necessary, the CONTRACTOR and/or the AUTHORITY Project Manager to determine the source of the load ticket for resolution in a timely manner. Only tickets that are deemed valid will be paid by the AUTHORITY.
- E. The CONTRACTOR'S Project Manager shall conduct field quality inspections to check and verify information on debris removal and at TDS located throughout the County.
- F. Examples of TDS monitoring tasks include but shall not be limited to:
 - 1. Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by AUTHORITY.
 - 2. Coordinating with local, state and federal agencies as needed for TDS on issues such as notification, obtaining permits, determining reimbursement, etc.
 - 3. Providing preliminary assessment and documentation of TDS and assist in return of site to original conditions.
 - 4. Providing personnel to supervise the operation of TDS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
 - 5. Measure all AUTHORITY collection equipment and properly complete a truck certification form.

Upon AUTHORITY'S request will measure municipal or other governmental agency partner's collection equipment and properly complete a truck certification form.
 - 6. Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, assuring that all vehicles have left TDS and locking down facilities.

5. DEBRIS VEHICLE CERTIFICATION

- A. All debris hauling vehicles, unincorporated and, if requested, municipal shall be measured and certified prior to performing debris removal. The CONTRACTOR shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs

shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the CONTRACTOR on behalf of the AUTHORITY and provided to the AUTHORITY upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each TDS to assure that no vehicle modifications have been made and to confirm data accuracy.

B. The CONTRACTOR shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The CONTRACTOR shall complete the AUTHORITY Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the AUTHORITY Project Manager or designee. The AUTHORITY Vehicle Certification Form will have the following information:

1. Vehicle make, model
2. Length
3. Width
4. Height
5. Volume in cubic yards
6. Tag number of vehicle
7. VIN number of vehicle
8. Vehicle type
9. Driver of vehicle name (printed) and signature
10. Sub-Contractor representative name (printed) and signature
11. TDS monitor name (printed) and signature certifying vehicle
12. Date
13. Vehicle certification number

C. When a debris site monitor signs a vehicle certification, he or she is certifying that to the best of his or her knowledge and belief, ALL information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. The CONTRACTOR'S Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the AUTHORITY'S Project Manager or designee.

Municipalities utilizing AUTHORITY TDS(s) are required to use only AUTHORITY approved vehicle certification forms and load tickets. CONTRACTOR will be required to review those forms for accuracy and completeness and notify the AUTHORITY Project Manager immediately if either form is lacking any required information. Municipal vehicle will be asked to move to the side so as not to disrupt flow of traffic to TDS.

6. PUBLIC INFORMATION ASSISTANCE

A. The CONTRACTOR shall provide regular status updates to the AUTHORITY'S Project Manager for public information use.

- B. The CONTRACTOR shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the AUTHORITY'S Project Manager. Property damage complaints must be tracked using a GIS. Any photos of the property damage must be linked in the GIS. The AUTHORITY currently has an Enterprise GIS System which utilizes ESRI's SDE, ArcINFO and Microsoft's SQL Server. Data is served out internally and externally using Orion Technologies' Onpoint which is a thin client that utilizes ESRI's ArcIMS. A personal geodatabase at minimum should be provided to the AUTHORITY with weekly updates. Upon request of the AUTHORITY, the CONTRACTOR may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
- C. The CONTRACTOR shall provide the AUTHORITY'S Project Manager and the debris contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:
1. Overview of daily activities including status of damage complaints
 2. Cumulative debris tally by debris site
 3. Cumulative debris tally by day
 4. Summary of monthly debris removal efforts (cumulative and by debris site)
 5. Summary of mulch removal efforts (cumulative and by debris site)
 6. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
 7. Stump volume by site
 8. Debris site status
 9. Labor force report
 10. Debris site processing equipment summary
- This reporting is due no later than 12:00 noon the following business day or as requested by the AUTHORITY.
- D. The CONTRACTOR shall track collection status in a GIS, compatible with the AUTHORITY GIS. The AUTHORITY currently has an Enterprise GIS System which utilizes ESRI's SDE, ArcINFO and Microsoft's SQL Server. Data is served out internally and externally using Orion Technologies' Onpoint which is a thin client that utilizes ESRI's ArcIMS. A personal geodatabase at minimum should be provided to the AUTHORITY with weekly updates. This GIS shall show areas currently collected, debris pass number, as well as areas to be collected for the upcoming week and the debris contractor who completed the pass. The personal geodatabase is due to the AUTHORITY by noon (12:00 P.M.) every Monday. Maps, if requested, shall be provided in various sizes and quantities as determined by the AUTHORITY'S Project Manager.

7. DATABASE REPORTING

- A. The CONTRACTOR shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the scanned ticket images and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA and FHWA), state and local reimbursements, and subsequent audits.
- B. A single database shall be created by the CONTRACTOR. This database shall include all information on debris removal and disposal including but not limited to:
1. Complete load ticket information,
 2. Vehicle certification information,
 3. Stump removal information,
 4. Hanger removal data,
 5. Leaner removal information.

Any electronic reporting from this database must be provided in a format to be specified by the AUTHORITY, based on commonly available software. The database created by the CONTRACTOR shall be given to the AUTHORITY with user documentation at the conclusion of the event. The CONTRACTOR shall assure the AUTHORITY can navigate, perform searches and produce reports from the final database.

8. PAYMENT MONITORING AND RECONCILIATION PROCESS

The CONTRACTOR shall review, validate and reconcile debris management contractor(s) invoices prior to submission to the AUTHORITY for processing. The CONTRACTOR shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the AUTHORITY, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the CONTRACTOR. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the CONTRACTOR to be accepted or rejected. The CONTRACTOR shall issue in writing to the AUTHORITY and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring CONTRACTOR shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. **Only invoices that are accurate and complete will be forwarded to the AUTHORITY'S Project Manager for payment.**

9. REPORTING TO THE AUTHORITY'S PROJECT MANAGER

The CONTRACTOR shall contact the AUTHORITY'S Project Manager, at a minimum, twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the County when there is no advance notification/warning. The CONTRACTOR shall report to the AUTHORITY Project Manager or designee within eight (8) hours of being given a Notice to Proceed.

10. OTHER RELATED SERVICES

A. Event Closure

The CONTRACTOR shall assist the AUTHORITY in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies for disaster recovery efforts by AUTHORITY staff and designated debris management contractors. The CONTRACTOR shall assist in reviewing and processing requests for payment by the debris management contractor(s).

B. Federal Funding

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy is the responsibility of the CONTRACTOR:

1. Review of debris contractor invoices
2. Monitoring information
3. Project Status Reports
4. Completed Load tickets
5. CONTRACTOR payroll
6. Review of debris contractor equipment hours of operation
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes

C. Compliance

The CONTRACTOR shall provide professional oversight to monitor compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), FEMA reporting requirements, and any other federal, state, or local regulation that pertains to debris recovery operations. The CONTRACTOR shall stay current with FEMA and FHWA policies and procedures and notify the AUTHORITY'S Project Manager immediately as changes occur.

D. Meetings with AUTHORITY Personnel

The CONTRACTOR shall meet with AUTHORITY representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the CONTRACTOR shall meet with the AUTHORITY'S Project Manager or designee at least once a year at no cost to the AUTHORITY. This meeting shall occur prior to the hurricane season.

- E.** The AUTHORITY may order changes in the service consisting of additions, deletions or other revisions to the Scope of Services for debris management. No claims may be made by the CONTRACTOR to change the amount of compensation of the CONTRACTOR or other adjustments to the Agreement, unless such changes or adjustments have been approved by the AUTHORITY and incorporated herein by written amendment to this Agreement.

F. Additional Services

The CONTRACTOR shall be capable of providing a 1-800 service to respond and report on resident inquiries during the debris recovery activity.

FEE SCHEDULE

OPTION A

Rates include all expenses and equipment, including but not limited to, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

POSITION	HOURLY RATE
Project Officer/Vice President	\$ 0
Associate Manager	\$ 68
Operations Manager	\$ 64
Operations Specialist	\$ 60
Field Supervisor	\$ 49
Engineer/Equipment Certification	\$ 39
Technical Support/Environmental Assessment	\$ 55
Administrative Support	\$ 25
TDS Monitor	\$ 39
Field Monitor	\$ 34
Call Center Operator	\$ 25
Data Entry	\$ 25

FEE SCHEDULE

OPTION B - ADMS

Rates include all expenses and equipment, including but not limited to, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

POSITION	HOURLY RATE
Project Officer/Vice President	\$ 0
Associate Manager	\$ 68
Operations Manager	\$ 64
Operations Specialist	\$ 75
Field Supervisor	\$ 70
Engineer/Equipment Certification	\$ 58
Technical Support/Environmental Assessment	\$ 55
Administrative Support	\$ 25
TDS Monitor	\$ 58
Field Monitor	\$ 48
Call Center Operator	\$ 25
Data Entry	\$ 0

M/W/SBE PLAN

CONTRACTOR will retain the services of a certified M/W/SBE subcontractor to provide debris monitoring support services following activation by the AUTHORITY.

CONTRACTOR will make every effort to attain fifteen percent (15%) M/W/SBE business participation.

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Required Contract Provisions Federal-Aid Construction Contracts

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. 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.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 Section I, paragraph 2;
 Section IV, paragraphs 1,2,3,4, and 7;
 Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by referenced 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.
 - 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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.
- 6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - 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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.
8. **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.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTORS shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - 1. The number 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;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services

at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.
- b. 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.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 2. the additional classification is utilized in the area by the construction industry;
 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.
- 3. Payment of Fringe Benefits:**
- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
 - b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.
- 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**
- a. **Apprentices:**
 1. 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 2. The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. 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 DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **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.
6. **Withholding:** The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.
7. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.
8. **Violation: Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.
9. **Withholding for Unpaid Wages and Liquidated Damages:** The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**
The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.
2. **Payrolls and Payroll Records:**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees,

- watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. CONTRACTORS or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
 - c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 1. That the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 2. That such 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 the Regulations, 29 CFR 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
 - e. 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 2d of this Section V.
 - f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
 - g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by CONTRACTOR of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in Paragraph 1b relative materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
 - 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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).
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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all-Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:
(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. 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. 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transactions:

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-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;
 - c. 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 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

- a. 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.
- b. 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.
- c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. 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.

- e. 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.
- f. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- g. 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.
- h. 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 Covered Transactions:

- 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 participation in this transaction 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.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 his or her bid or proposal that he or she 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 PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

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 he 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, he 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 1 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 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.

Last modified on March 11, 2005

Buy America

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 melting 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.

TAB 12

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

Meeting Date: October 6, 2010

Agenda Item No. 12

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

SUBJECT: New Town Logo

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *W. Davis* Date: 9/29/10
V. Leidy 9/22/2010
 Name/Title Date of Actual Submittal

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

Summary Explanation/Background: At the September 15, 2010 Regular Commission Meeting the Town Commission chose a new Town logo. The new logo will be displayed on Town vehicles, equipment, and other officially sanctioned items. The Town Commission has determined that the updated logo is necessary to create civic spirit and serve to unify the Town working towards the goals and objectives desired by the citizens of the Town.

ORDINANCE NO. 11-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2 (ADMINISTRATION) ARTICLE I (IN GENERAL) SECTION 2-1, CHANGING THE OFFICIAL TOWN LOGO AND PROVIDING FOR LAWFUL MANUFACTURE, USE AND DISPLAY OF SAID LOGO; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission of the Town of Lake Park, Florida has previously adopted a Town logo which would identify certain official representatives of the Town, and be displayed on Town vehicles, equipment and other officially sanctioned items; and

WHEREAS, the Town Commission has determined that an updated logo for the Town is necessary and appropriate and has selected same; and

WHEREAS, the Town Commission believes that this new Town logo will create civic spirit and serve to unify the Town in working towards the goals and objectives desired by the citizens of the Town.

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

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

Section 2. Article 1, Section 2-1 of the Code of Ordinances of the Town of

Lake Park is hereby amended as follows:

Section 2-1. Town logo.

(a) Description. The logo of the town is in the shape of a circle outlined in black with a yellow inner border, within which contains a white scroll over a reflex blue background. Inside the scroll is a depiction of the Lake Park Town Hall atop linden green (P 37) and leaf green (P 29) grass, with a background of blue (P 310) clouds. The town hall depiction opens over the scroll into the reflex blue base on the viewer's right hand side. All colors used are the Pantone® identified color standards. The top of the scroll reads "Historic Lake Park" in larger letters and "Jewel of the Palm Beaches" in smaller letters, and at the bottom of the scroll it reads "Chartered 1923," all in black letters of Lucida Calligraphy font. A reasonable facsimile of the logo of the town is reproduced below.



(a) Description. The logo of the Town of Lake Park is in the shape of a circle outlined in blue with white inner boarder, within which contains a clock tower and palm trees over a relax blue background. A copy of the logo of the Town of Lake Park is reproduced below.



(b) *Adoption.* The logo described and depicted in subsection (a) is hereby adopted as the official logo of the town.

(c) *Use.* Any facsimile or reproduction of the logo shall be manufactured, used, displayed or otherwise employed by anyone only for official town business or upon the written approval of the town commission pursuant to a duly adopted resolution of the town commission. The town commission may grant approval for the use of the logo upon application to it by any person showing good cause for the use of the logo for a proper purpose. The town commission may adopt reasonable rules, by way of resolution, for the manufacture or use of the logo, or any facsimile or reproduction thereof.

Section 3. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption.

TAB 13

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

Meeting Date: October 6, 2010

Agenda Item No. **13**

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

SUBJECT: Amending Chapter 54 to Add Additional Conditions Which May Be Declared To Be a Nuisance

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager

W. Davis

Date:

9/29/10

Patrick Sullivan CD Director

Name/Title

[Signature]

9-14-2010

Date of Actual Submittal

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>PKS</i>	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <i>[Signature]</i> Or <u>9/14/2010</u> Not applicable in this case _____: Please initial one.

Summary Explanation/Background: As the ordinance now reads the Town can only abate certain landscaping nuisances. The additional nuisances added to this section already exist in Chapter 10 but there is no provision for abating them. This amendment fixes that and will allow the Town to abate all conditions that are considered and enumerated by the Code as nuisances. As an example, swimming pools will be added as will uninhabitable buildings.

ORDINANCE NO. 10-2010

A ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54 "BUILDINGS AND BUILDING REGULATION", ARTICLE III, SECTION 54-131 TO ADD ADDITIONAL CONDITIONS OR ACTIVITIES WHICH MAY BE DECLARED TO BE A NUISANCE; PROVIDING FOR THE AMENDMENT OF SECTION 54-132 TO AUTHORIZE THE TOWN TO TAKE SUCH METHODS OR ACTIVITIES AS MAY BE NECESSARY TO ABATE A DECLARED NUISANCE; PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has previously adopted provisions pertaining to property maintenance and nuisance abatement which have been codified in Chapter 54, Sections 54-81, 54-82, 54-131, 54-132, 54-133 and 54-134; and

WHEREAS, subsequent to the adoption of these provisions, it has become apparent that minor revisions need to be made to various portions of Code Sections 54-131 and 54-132 in order to provide the Town with more flexibility in property maintenance and abating certain nuisances in an expedient manner; and

WHEREAS, Town staff has recommended that the Town Commission amend Code Section 54-131 and 54-132 as provided herein; and

WHEREAS, the Town Commission, deems it to be in the interest of the public health, safety and general welfare to amend Chapter 54, Sections 54-131 and 54-132, pertaining to property maintenance and nuisance abatement as recommended by Town staff.

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

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

Section 2. Chapter 54, Article III, Sections 54-131 and 54-132 are hereby amended to read as follows:

Sec. 54-131. - Nuisance declared.

It is hereby declared and determined by the town commission, that the following shall each individually, or in any combination, be considered nuisances when they exist upon a lot in the town:

- (1) Accumulations of waste, yard trash, or rubble and debris; and other abandoned materials, metals, lumber or other things;
- (2) Accumulations of waste, yard trash, or rubble and debris and other abandoned materials that may harbor rats or poisonous snakes or that may contain pools of water that may serve as breeding grounds for insects or other disease vectors;
- (3) Uncultivated vegetation greater when:
 - a. Greater than 12 inches in height located on nonresidential vacant lots; or
 - b. Greater than eight inches in height when located on developed or undeveloped residential or developed nonresidential lots.
- (4) Schinus terebinthifolius (commonly known as Brazilian Pepper) bushes or trees, if uncultivated;
- (5) Uncultivated vegetation that constitutes a fire hazard; or
- (6) Vegetation, whether or not cultivated, that impedes or obstructs adequate view of intersections, traffic signs, railroad crossings or traffic from any street, road, or highway.
- (7) Any standing dead trees in close proximity to developed lots or rights-of-way.
- (8) Any condition which provides harborage for rats, mice, and other vermin or for the breeding of mosquitoes;
- (9) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;
- (10) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;
- (11) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;
- (12) The carcasses of animals or fowl not disposed of within a reasonable time after death;
- (13) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances;
- (14) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;
- (15) Any accumulation of stagnant water on any lot or piece of ground;
- (16) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.
- (17) Swimming pools that have an accumulation of dirt, algae, scum or other materials and debris which would render a swimming pool generally unusable for recreational purposes.

Sec. 54-132. - Nuisance to be abated.

Any nuisance declared by this section, which is found, on any property within the town shall be abated in the following manner:

- (1) If the nuisance consists solely of accumulations of waste, yard trash, or rubble and debris as provided in subsections 54-131(1) and (2), it shall be abated in its entirety, provided that the nuisance exists upon a lot which is adjacent to a property which is developed or has been used for residential, commercial or industrial purposes; or
- (2) If the nuisance consists solely of uncultivated vegetation as provided in subsections 54-131(3), (4) and (5), and the parcel is less than one and one-half acres in size, the nuisance shall be abated in its entirety. If the parcel is greater than one and one-half acres in size, the nuisance shall be abated on the portion one hundred feet of the boundary of any adjacent property, which is developed or has been used for residential, commercial or industrial purposes.
- (3) In cases involving areas declared by the town commission as blighted, pursuant to state statutes, or in any cases which there is evidence of vagrants using the overgrown property for habitation, or that crimes of a violent nature, or crimes involving the sale or possession of illegal substances are occurring on the premises, then the nuisance may be abated in its entirety, regardless of lot size. The evidence of such activities must be documented by the town code compliance division or other appropriate law enforcement agency. In abating such nuisances, property owners and the town are encouraged to preserve, and need not clear, trees and *Serenoa repens* (commonly known as Saw Palmetto). Property owners and the town are encouraged to clear *Melaleuca quinquenervia* (commonly known as Punk Tree, Cajeput, or Paper Bark Tree), *Casurina Spp.* (commonly known as Australian Pine); *Acacia Ariculaeformis* (commonly known as Earleaf Acacia); and property owners and the town shall be required to clear *Schinus terebinthifolius* (commonly known as Brazilian Pepper).
- (4) If the nuisance consists of the obstruction of adequate view of intersections, crossings, or traffic signs, the nuisance shall be abated in accordance with the safe sight distance triangles provisions of the Code or other applicable regulations, and when not provided by law or ordinance, the nuisances shall be abated so as to afford a clear, unobstructed view.
- (5) If the nuisance consists of dead trees, only those standing dead trees located in an area that, if they fell, would likely cause damage to adjacent developed lots, sidewalks, or rights-of-way, need be removed.
- (6) If the nuisance consists in part of uncultivated vegetation and in part of other nuisances declared by this article, the provisions of subsections (1), (2) and (3) shall each apply to its abatement.
- (7) In cases involving buildings or structures that are unfit for habitation the nuisance shall be abated by using any means available to secure the building or structure in such a manner as to prevent trespass or occupation of the premises.
- (8) If the nuisance consists of a noxious swimming pool, the nuisance shall be abated either by draining the pool, chemically shocking the pool, or taking such other actions as may be necessary to eliminate the nuisance. If the property is a residential home and has been abandoned, the Town shall have the authority to secure the property to prevent trespassing or occupation of the premises.

(9) The Town is authorized to take such actions as may be necessary to abate other nuisances declared by this chapter in their entirety.

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

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

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

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

TAB 14

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

Meeting Date: **October 6, 2010**

Agenda Item No. **14**

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Red Light Cameras

RECOMMENDED MOTION/ACTION: None

Approved by Town Manager W. Davis

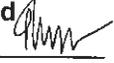
Date: 9/29/10

Patrick Sullivan CD Director

Name/Title 

9-23-2010

Date of Actual Submittal

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>PPS</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u></u> Or <u>9/23/2010</u> Not applicable in this case _____: Please initial one.

Summary Explanation/Background: This is an update on research being conducted by the Community Development Department at the Commission's request regarding red light camera usage in the County. For a more detailed discussion please refer to the attached staff report.

Town of Lake Park Community Development Department



Patrick Sullivan, AICP, CED, Director

AS
9/23/10

Memo Date: September 23, 2010

To: Town Commission

The Community Development Department has been researching red light cameras. We have specifically been researching the following:

- How many municipalities have gone out to bid versus piggy-backing on an existing contract?
- What is the pricing structure for other municipalities?
- Have any communities had to use the revenue neutral clause due to not meeting the minimum fine fee?

The department is continuing its research and to date has contacted the following municipalities in Palm Beach County:

Community Development Contacts To date	Operating Camera's	ATS References	Utilized Revenue Neutral Clause	RFP or Piggy-Back
Delray Beach	No - Pending	Delray Beach	N/A	RFP
Royal Palm Beach	Yes	Royal Palm Beach	N/A	RFP
West Palm Beach	Yes	West Palm Beach	No	PB
Palm Beach Gardens	No - Pending	Palm Beach Gardens	N/A	N/A
Boynton Beach	TBD	Boynton Beach	N/A	PB
Wellington	No	Wellington	N/A	PB
Haverhill	Yes	Haverhill	N/A	PB
Palm Beach County	Yes	Palm Beach County	No	RFP
Lake Worth	No		N/A	N/A
Juno Beach	No - Pending		N/A	Single vendor
Riviera Beach	No - Pending		N/A	N/A

Patrick Sullivan, AICP, CED, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

- ✓ 11 communities were contacted
- ✓ Three have operational cameras
- ✓ Of those three, two are issuing warnings only and are not receiving revenue
- ✓ West Palm is the only community with operating cameras in Palm Beach County

- Boynton Beach has just recently entered into a new agreement with ATS and is amending their ordinance to be compliant with State Statute; they are not collecting revenue as of the date of this report.
- Gardens would not comment on future use of cameras.
- Royal Palm Beach stated that they have only issued warnings and have received no revenue, they went out to bid and chose ATS.
- Haverhill has operating red light cameras but has only issued warnings since they went live. They are in the process of amending their regulations to be compliant with statute and are continuing the warnings until such time as the code offer is certified to review the tapes.
- Wellington is reviewing the contract with ATS.
- West Palm has operating cameras and have switched to a per camera fee. They have never had a time when the revenues didn't cover ATS's expenses.
- The County is in the process of amending their red light camera ordinance that goes back to May 2008 in order to come into compliance with the new legislation. They have stated that the "fiscal impact is indeterminable at this time" because the fee has changed to be consistent with State Statute. They went out to bid when it was first approved in 2008 but never went operational. They are now working on amendments to that original bid process but have not determined a vendor as of yet.

It appears that Delray Beach, Royal Palm Beach and the County went out to bid. Those that have cameras and did not go out to bid, have piggy-backed on Aventura which is located in northeastern Miami-Dade County. The only entities that we could confirm going out to bid besides Aventura and Delray are the Hillsborough County Sheriff's office and Miami Gardens. We have not been able to obtain those RFP responses. Both went with ATS as did Delray.

As far as fees are concerned, there were two schedules. The first method is simply a straight per camera fee of \$4,750, the second method is a tiered system that paid a fee to the vendor of \$47 for the first 2 paid notices per day; the next two notices per day were paid at \$27 and the rest of the notices were paid at \$17. It appears that the second method was the more popular method prior to the legislature passing new legislation that mandates a standardized fee per camera rather than per violation. Prior to the new legislation, communities opted for the tiered payment schedule which is no longer compliant with statute. This system was more advantageous to the vendor and the city mainly due to the ability to charge more than \$75 per ticket and only having to pay for paid tickets. Those that had a contract with ATS must now update their contracts to reflect the new State requirements.

Because of the adoption of the new law that went into effect in July of this year the system is now in a state of change because the new legislation changed the method of fee payments, most municipalities have not yet adopted new regulations. Most municipalities do not have prior revenue history as they suspended the installation of cameras due to pending law suits prior to the legislature taking action. Previous contract terms are being changed and amended to come into compliance with the new legislation.

The old contracts called for deferred payments if paid ticket revenue did not equal the vendor charges for a given month. However, the contract required that the city pay back any deferred funds whenever they realize a surplus of collected fines. The vendor (ATS) never gives up the right to collect any back due charges, they just defer it until the city has collected sufficient funds to pay them. In reviewing the new contract that Boynton Beach will enter into with ATS, the same clause that requires deferred payments is still in effect. It is reasonable to assume that ATS will want the same agreement for deferred payments to be part of any contract that we might enter into.

Wellington is reworking the contract with ATS to make certain that they do not have to pay if they don't receive sufficient revenues.

ATS appears to be the 800 pound gorilla with the best price and terms. For those communities that did go out to bid they chose ATS as they provided the best service for the best price. For those communities that chose to piggy-back they picked Aventura and Royal Palm which went with ATS.

Patrick Sullivan, AICP, CED, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

TAB 15

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

Meeting Date: October 6, 2010

Agenda Item No. 15

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

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

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

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

<input checked="" type="checkbox"/> DISCUSSION

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

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

SUBJECT: Selection of Way Finding Signage Design

RECOMMENDED MOTION/ACTION: Provide Direction to Staff

Approved by Town Manager W.A. Davis Date: 10/1/10

Name/Title

Date of Actual Submittal

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

Summary Explanation/Background: Mayor DuBois requested to install directional signage located on Federal Highway at Park Avenue. The Town Commission agreed to install the signage and directed staff to provide various design options. Attached are six options that will be presented at the October 6 Commission Meeting. Please be advised that the colors on these copies are not exact. The exact colors will be presented via a powerpoint presentation.

LAKE PARK STREET SIGN OPTION 1





LAKE PARK STREET SIGN OPTION 3



LAKE PARK STREET SIGN OPTION 4



LAKE PARK STREET SIGN OPTION 5



