

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 20, 2010,
Immediately following the CRA Meeting
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. **PUBLIC and OTHER COMMENT**

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

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

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

For Approval:

1. Resolution No. 48-10-10 Mayor to Sign Amended Contract with Hy-Byrd Tab 1
2. Resolution No. 49-10-10 Interlocal Agreement with Palm Beach County to Grant 2.4 Million Dollars of County Money to Purchase a Parcel of Land on the Corner of Silver Beach Road and Federal Highway for Marina Boat Trailer Parking Tab 2

H. ORDINANCE ON 1st READING:

3. ORDINANCE NO. 12-2010– Swale Maintenance Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING VARIOUS AMENDMENTS TO THE TOWN CODE TO ADDRESS SWALE AREAS IN THE TOWN; PROVIDING FOR THE AMENDMENT OF SECTION 16-10 OF THE CODE TO REQUIRE THE MAINTENANCE OF SWALES, DRIVEWAYS, DRIVEWAY APRONS, ALLEYS, AND CURBS BY THE PROPERTY OWNERS WHOSE PROPERTIES ABUT OR ARE ADJACENT TO SUCH AREAS; PROVIDING FOR THE AMENDMENT OF SECTION 34-2 OF THE CODE CREATING A DEFINITION OF THE TERM “SWALE OR SWALE AREAS”; PROVIDING FOR THE AMENDMENT OF SECTION 54-74 OF THE CODE, ENTITLED “ADDITIONAL LANDSCAPE AND PROPERTY STANDARDS” TO APPLY THESE STANDARDS TO SWALES, SWALE AREAS, SIDEWALKS, DRIVEWAY APRONS, AND DRIVEWAYS; PROVIDING FOR THE AMENDMENT OF SECTION 72-2 OF THE CODE, ENTITLED “OBLIGATION OF PROPERTY OWNER TO MAINTAIN PUBLIC SIDEWALKS ADJACENT TO PROPERTY OWNERS PROPERTY” TO PROHIBIT THE DAMAGE OR ALTERATION BY PAINTING OR MARKING OF SIDEWALKS, DRIVEWAY APRONS, DRIVEWAYS, CURBS, SWALES, OR SWALE AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

I. PUBLIC HEARING(S):

ORDINANCE ON SECOND READING:

4. ORDINANCE NO. 11-2010 - Change in Code for New Town Logo Tab 4
- 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. **DISCUSSION AND POSSIBLE ACTION**
5. Street Closure and Traffic Calming Options

Tab 5

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

- L. **ADJOURNMENT:**

Consent Agenda

TAB 1

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

Meeting Date: **October 20, 2010** Agenda Item No. **1**

- | | |
|--|--|
| <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: A resolution to provide for the Mayor to sign an amended contract with the Town's Building Official, Hy-Bryd, Inc.

RECOMMENDED MOTION/ACTION: Approval  10/14/10

Approved by Town Manager  **Date:** 10/14/10

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Contract Resolution Inspection spreadsheet
Department Review: <input type="checkbox"/> Town Attorney  <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development 	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone  Or 10/15/2010 Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Hy-Bryd has offered to amend their present three year contract (it ends in 2012). They will reduce the annual cost for fiscal year 2010-2011 from \$90,000 to \$85,000. They have also agreed to waive the \$20 fee they charge for zoning inspections. Along with the reduction in their fee, the amendment would extend the contract period through 2013.

The monthly cap on the number of inspections at 125 during the first year, 135 during the second year and 145 during the third year has not changed. If the number of inspections exceed the monthly cap, Hy-Bryd will charge an additional \$10 per each inspection that exceeds the cap (we now average about 90 inspections per month). Staff has calculated the potential impact of this system and is confident that the Town will still realize significant savings even if the number of inspections rises substantially. The attached spreadsheet details existing inspections over the last two years and

calculates additional costs due to inspections exceeding the baseline. It is estimated that the costs of excess inspections will not impact the contract saving of \$5,000. The additional savings we will realize from the elimination of the \$20 inspection fee for Zoning Confirmations will more than cover any increased fees for inspections that exceed 125 per month. Staff recommends approval of this contract.

Staff contacted other towns in the area and found that North Palm Beach has budgeted more than \$300,000 for yearly building service fees. Juno Beach has budgeted approximately \$295,000. Both towns have their own building official. In North Palm he is paid \$110,000. Lantana has a similar situation to ours as they have a consultant that does the work for them. There yearly outlay is just over \$100,000.

	Inspections	No. of inspections over 125	Extra Cost for additional inspections
FY 08/09			
October	121		
November	79		
December	109		
January	118		
February	128	3	\$30
March	98		
April	128	3	\$30
May	102		
June	102		
July	137	18	\$180
August	105		
September	95		
FY 09/10		Total Yr	\$240
October	77		
November	79		
December	83		
January	96		
February	106		
March	98		
April	98		
May	98		
June	89		
July	136	11	\$110
August	131	6	\$60
		Total Yr	\$170

No Zoning Conf.	ZC Savings
17	\$340
9	\$180
11	\$220
13	\$260
13	\$260
11	\$220
5	\$100
6	\$120
6	\$120
5	\$100
9	\$180
9	\$180
Total Yr	\$2,280
6	\$120
6	\$120
9	\$180
12	\$240
6	\$120
7	\$140
13	\$260
7	\$140
11	\$220
8	\$160
8	\$160
Total Yr	\$1,860

Total costs for additional inspections that exceed 125 per month would have ranged from \$170 to \$240 in additional fees per year for last two years.

The new contract calls for elimination of the \$20 fee for Zoning Confirmations. This provides an additional savings of \$1,860 to \$2,280. This offsets the costs for any additional inspection fees and still delivers additional savings over and above the \$5,000 contract reduction.

RESOLUTION NO. 48-10-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH HY-BYRD INC., FOR BUILDING INSPECTION, PERMITTING AND OTHER SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town Commission has previously entered into a contract with Hy-Byrd, Inc. for building inspection and permitting services; and

WHEREAS, the Town and Hy-Bryd Inc., wish to continue with their contractual arrangement, and the parties have agreed to enter into a new Contract for a three year term; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract; and

WHEREAS, Town staff is recommending that the Town Commission approve this Contract.

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

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

Section 2. The Mayor is hereby authorized and directed to execute the Contract between the Town of Lake Park and Hy-Bryd Inc., a copy of which is attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall take effect immediately upon its adoption.

**TOWN OF LAKE PARK
BUILDING OFFICIAL SERVICES AGREEMENT**

This Agreement entered into this ___ day of _____, by and between HY-BYRD, INC., a Florida corporation with offices located at 511 South East Coast Street, Lake Worth, Florida 33460, and THE TOWN OF LAKE PARK, a municipal corporation, with offices located at 535 Park Avenue, Lake Park, Florida, 33403.

W I T N E S S E T H

WHEREAS, the Town of Lake Park, Florida ("TOWN ") is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN required the services of an outside consultant to serve as the TOWN's Building Official, and therefore in or about 2005, the TOWN solicited competitive proposals for the required services through a Request For Proposals issued by the Town, and HY-BYRD, INC., a Florida corporation; and

WHEREAS, HY-BYRD, INC., submitted the successful Proposal to the Town Commission, and was awarded the Contract by the Town Commission; and

WHEREAS, the TOWN and HY-BYRD, INC., ("BUILDING OFFICIAL"), wish to continue with their contractual arrangement, and the parties have agreed to enter into a new Contract for up to a three year term; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this Contract; and

NOW THEREFORE, the TOWN and the BUILDING OFFICIAL in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1 The BUILDING OFFICIAL, by and through its President, Joseph A. Crisafulle, and/or his employees or agents shall perform all Building Official duties for the TOWN. The BUILDING OFFICIAL shall be responsible for direct regulatory administration and supervision of plans review, enforcement, and inspection of all phases of building construction within the Town, any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required. In so doing, the BUILDING OFFICIAL shall indicate in writing, compliance or non-compliance with all applicable codes. The

BUILDING OFFICIAL shall, to the satisfaction of the TOWN, fully and timely provide all duties, services, functions, obligations, and all other functions, which are typically performed by an in-house local government building official, including but not limited to, building and construction plans review for compliance with the Florida Building Code and other applicable codes the provision of written notice of deficiencies to the applicant; attend meetings with applicants, developers, engineers, design and other professionals; pre-construction plan review; building and other types of permit review and issuance; construction site inspections; processing and issuance of certificates of occupancy and certificates of completion; issuance of stop work orders; condemnation of unsafe buildings; processing of alarm permit applications; issuance of interpretations of the Florida Building Code and all local technical and other amendments, preparation of forms used in connection with Building Department functions and maintenance of the records of the TOWN Building Department; make recommendations regarding fee and rate structures for building department and related fees; testify on behalf of the TOWN in code enforcement proceedings, administrative appeals, and other administrative and/or judicial proceedings at the request of the TOWN Manager and/or TOWN Attorney; work with Palm Beach County Fire Rescue as needed with respect to fire inspection and other matters; determine compliance with Florida Building Code with respect to modifications of approved products based upon documentary evidence, such as certifications; prosecute appeals to the Florida Building Commission if authorized by the Town Commission; and other duties as may be reasonably required by the TOWN as a regular and routine duty of the BUILDING OFFICIAL. BUILDING OFFICIAL shall be responsible for all plan review and written reports for all building permits issued. All reports shall be filed in the TOWN'S Community Development Department. The BUILDING OFFICIAL shall also perform such other tasks as may be requested by the TOWN as are reasonable and customary for a Building Official, including direct communications with the applicants and their representatives.

- 1.2 The BUILDING OFFICIAL shall maintain fully staffed business hours equal to, but not less, than the TOWN's business hours of 8 AM to 5 PM, Monday through Friday, with TOWN holidays excepted.
- 1.3 The BUILDING OFFICIAL shall have discretionary approval over utilization of employees and agents who may be called upon to assist in performing field inspections for the TOWN. Each employee or agent of the BUILDING OFFICIAL who performs field inspections is required to inform the TOWN of any conflicts of interest which may exist or could exist in the future as a result of work done elsewhere or for others which could hinder proper performance in accordance with the terms of this Agreement. BUILDING OFFICIAL shall only utilize personnel who are State Certified for the functions they are performing.

- 1.4 All rights in data, drawings, specifications, sketches, maps, as-built drawings, designs, models, photographs, computer CADD discs, surveys, reports and other data developed or provided in connection with this Contract, shall be the sole and exclusive property of the TOWN, and the TOWN shall have the full right to use such data for any official purpose permitted by law, including making it available to the public. Such use shall be without additional payment to or approval by the BUILDING OFFICIAL. The TOWN shall have unrestricted authority to publish, disclose, distribute, and other wise use, in whole or in part, any data developer or prepared pursuant to this Contract.
- 1.5 The TOWN agrees to provide the necessary administrative materials for BUILDING OFFICIAL, including desk space, filing cabinets, business cards, in-house clerical assistance, and building code related materials, i.e., code books, plan review materials.

2. TERM

- 2.1 The term of this Contract is for a period of three one-year terms, commencing on the date that the Contract is executed by the TOWN (Mayor) ("Commencement Date"). At the end of each contract year, either party may terminate this contract provided notice is given, in writing, not less than 90 days prior to the last date of the contract year. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

3. CONSIDERATION AND EXPENSES

- 3.1 The annual compensation paid to the BUILDING OFFICIAL for fiscal year ~~2009-2010~~ 2010-2011 shall be ~~\$90,000~~ \$85,000 to include up to a maximum of 125 inspections per month, with an increase to ~~\$92,700~~ \$87,550 for fiscal year ~~2010-2011~~ 2011-2012 to include up to a maximum of 135 inspections per month, and an increase to ~~\$95,481~~ \$90,176, for fiscal year ~~2011-2012~~ 2012-2013 to include up to a maximum of 145 inspections per month. All plan reviews with a total valuation of \$300,000.00 to \$400,000.00 will require a minimum review fee of \$250.00.
- 3.2 An additional inspection fee of \$10 shall be paid by the TOWN to the BUILDING OFFICIAL for each inspection that exceeds the monthly maximum allocation according to the following schedule:

<u>Fiscal Year</u>	<u>Maximum Allotted inspections per month</u>
2009-2010	125
2010-2011	135
2011-2012	145

- 3.3 The plans review fee for the review of plans where the total estimated cost of construction costs or valuation is \$300,000.00 to \$400,000.00 shall be a

minimum review fee of \$250.00; The plans review fee for the review of plans where the total estimated cost of construction costs or valuation is \$400,001.00 or more, shall be \$1.25 per thousand dollars or a fraction thereof.

- 3.4 ~~The BUILDING OFFICIAL shall conduct building inspections to verify the use of properties in conjunction with requests for zoning confirmation and the TOWN's processing of applications for business tax receipts, and the BUILDING OFFICIAL shall charge the TOWN a fee of \$20.00 per each such inspection.~~ For all inspections conducted by the BUILDING OFFICIAL in connection with building permits, and zoning confirmations no fee shall be charged by the BUILDING OFFICIAL to the TOWN of any initial inspection or for the first re-inspection; however, the charge for any subsequent re-inspections shall be \$25.00 per each re-inspection. The costs for these inspections shall be billed by the BUILDING OFFICIAL to the TOWN on a monthly basis.
- 3.5 The BUILDING OFFICIAL represents and warrants to the TOWN that these rates are the actual direct wage rates paid to BUILDING OFFICIAL's employees and the rates shall remain in effect for a period of one year from the date of Contract execution. Under no circumstances shall the BUILDING OFFICIAL be paid for travel to and from the TOWN.
- 3.6 Pursuant to Section 287.055(5)(a), Florida Statutes, signature of this Contract by BUILDING OFFICIAL shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The BUILDING OFFICIAL agrees that the TOWN may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within one (1) year following the termination of this Contract.
- 3.7 Requests for Additional Services. The undertaking by BUILDING OFFICIAL to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the TOWN, BUILDING OFFICIAL agrees to perform additional services hereunder, the TOWN shall pay BUILDING OFFICIAL for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on the hourly fees established herein, plus reimbursable expenses incurred by BUILDING OFFICIAL, unless a lump sum addendum to this Agreement is executed by the parties to this Agreement addressing the additional services.

Position

Hourly Rate

Building Official

\$65.00

4. **EQUAL OPPORTUNITY**

4.1 The BUILDING OFFICIAL hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract. The BUILDING OFFICIAL shall take all measures necessary to effectuate these assurances.

5. **INVOICING AND PAYMENT**

5.1 The BUILDING OFFICIAL'S invoices shall be sent to the following address:

Town of Lake Park
Town Manager
535 Park Avenue
Lake Park, FL 33403

5.2 The BUILDING OFFICIAL shall bill the TOWN on a monthly basis. The TOWN shall pay the full amount of the invoice within 30 days of receipt and acceptance of the work by the TOWN, and provided the BUILDING OFFICIAL has performed the work according to the terms and conditions of this Contract to the satisfaction of the TOWN.

6. **INDEMNIFICATION AND INSURANCE**

6.1 For \$100.00 consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the BUILDING OFFICIAL shall defend, indemnify, save, and hold the TOWN, including the Town Commission, and the Town's agents, elected and appointed officials, representatives, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the BUILDING OFFICIAL, its subcontractors, agents, assigns, invitees, or employees in connection with this Contract. The BUILDING OFFICIAL further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Contract.

6.2 The BUILDING OFFICIAL shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Contract, which must include the following coverages and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the BUILDING OFFICIAL for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the BUILDING OFFICIAL and all sub-contractors.
 - b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
 - c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
 - d. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of BUILDING OFFICIAL.
- 6.3 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the BUILDING OFFICIAL. There shall be a 30 day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the BUILDING OFFICIAL to ensure that any sub-contractors' are adequately insured or covered under their policies.
- 6.4 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the BUILDING OFFICIAL to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.
- 6.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.
- 6.6 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties

being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

- 6.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.
- 6.8 Violation of the terms of this Paragraph 6 and its sub-parts shall constitute a material breach of the Contract by the BUILDING OFFICIAL and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the BUILDING OFFICIAL shall thereupon cease and terminate.

7. TERMINATION/REMEDIES

- 7.1 If either party fails to fulfill its obligations under this Contract in a timely and proper manner, the other party shall have the right to terminate this Contract by giving written notice of any deficiency. The party in default shall then have seven calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Contract shall terminate at the expiration of the seven day time period.
- 7.2 Early termination. The Town Manager shall provide written notice to the BUILDING OFFICIAL if the Town is dissatisfied with the services performed by the BUILDING OFFICIAL. Such written notice shall specify what areas of performance sought by the Town to be improved. The BUILDING OFFICIAL shall be given 30 days in which to remedy the situation. If the situation is not remedied within that time, the Town, upon the recommendation of the Town Manager, by motion and vote, shall have the option of terminating the Contract with three days written notice after the expiration of the thirty-day period.
- 7.3 Termination for the convenience of the Town. Upon seven calendar days written notice, delivered by certified mail, return receipt requested to the, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN, the notice of termination must state that the Contract is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the BUILDING OFFICIAL shall promptly discontinue all work at the time.

8. STANDARDS OF COMPLIANCE

- 8.1 The BUILDING OFFICIAL, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the BUILDING OFFICIAL, upon request, as to any such laws of which it has present knowledge.
- 8.2 The BUILDING OFFICIAL, by its execution of this Contract, acknowledges and attests that, neither he nor any of his suppliers, sub-contractor or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The BUILDING OFFICIAL further understands and acknowledges by its execution of this Contract, that this Contract shall be null and void, and/or that this Contract is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the BUILDING OFFICIAL for any work or materials furnished.
- 8.3 The BUILDING OFFICIAL shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by the BUILDING OFFICIAL to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The BUILDING OFFICIAL shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.
- 8.4 Pursuant to Section 287.055(6), Florida Statutes, the BUILDING OFFICIAL warrants that it has not employed or retained any person, other than a bona fide employee working solely for the BUILDING OFFICIAL, to solicit or secure this Contract. Further, the BUILDING OFFICIAL warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the BUILDING OFFICIAL, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Contract. For breach of this provision, the TOWN may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The BUILDING OFFICIAL is an independent BUILDING OFFICIAL and is not an employee or agent of the TOWN. The BUILDING OFFICIAL will perform required services on an independent BUILDING OFFICIAL basis and shall be solely responsible for all employees' payroll taxes to include,

but not limited to Federal Income Withholding Tax, Workers' Compensation, FICA, and Federal and State Unemployment taxes. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the BUILDING OFFICIAL, its employees, agents, sub-contractors, or assigns, during or after the performance of this Contract. The BUILDING OFFICIAL is free to provide similar services for others.

- 9.2 The BUILDING OFFICIAL shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3 The BUILDING OFFICIAL shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1 The BUILDING OFFICIAL understands that all documents produced by BUILDING OFFICIAL pursuant to this Contract are public records and BUILDING OFFICIAL must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The BUILDING OFFICIAL shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the BUILDING OFFICIAL's failure to comply with Chapter 119, F.S. related to public records. The BUILDING OFFICIAL shall permit the TOWN or its designated agent to inspect all records maintained by BUILDING OFFICIAL that are associated with this Contract at the location where they are kept upon reasonable notice.
- 10.2 The TOWN has not performed a pre-audit of the BUILDING OFFICIAL'S financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the BUILDING OFFICIAL shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the BUILDING OFFICIAL's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one year after completion of this Contract. This audit may be performed by the TOWN or a designated agency.
- 10.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the BUILDING OFFICIAL in connection with this Contract, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of

derivative works. The TOWN will not hold the BUILDING OFFICIAL responsible if documents are used for other purposes than intended.

11. CONFLICTS

11.1 The TOWN recognizes and acknowledges that the BUILDING OFFICIAL is engaged in a business that provides consulting services to multiple clients including other governmental entities. Further, the TOWN, recognizes and acknowledges that the BUILDING OFFICIAL may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the BUILDING OFFICIAL may perform services for clients who are or may have matters before the Town Commission, provided BUILDING OFFICIAL discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Commission for its consideration and, provided further, that the Town Commission waives the actual or potential conflict of interest created by the BUILDING OFFICIAL'S representation.

12. NON-EXCLUSIVITY

12.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the BUILDING OFFICIAL for all work of this type, which may develop during the contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.

13. FUNDING

13.1 In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the BUILDING OFFICIAL of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

14. RIGHT TO AUDIT

14.1 The TOWN reserves the right to audit the BUILDING OFFICIAL'S records as such records relate to the services and the Contract between the TOWN and the BUILDING OFFICIAL. All records shall kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the BUILDING OFFICIAL shall be retained for three years from the date of final payment.

15. ATTORNEY'S FEES

15.1 In the event that legal action is taken to enforce this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, including attorney's fees at all appellate levels, and other costs and

disbursements, in addition to any other relief to which the prevailing party is entitled.

16. FORCE MAJEURE

16.1 Should the performance of this Agreement by either party be prevented or delayed by act of God, war, terrorist act, civil insurrection, fire, flood, storms, strikes, lock-outs, or any order of federal, state, county or local authority. That party's performance shall be excused to the extent it is prevented or delayed. Each party shall promptly give notice of any event it claims to be an event of force majeure.

17. MISCELLANEOUS PROVISIONS

17.1 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

17.2 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby. In the event any provisions of this Contract shall conflict, or appear to conflict, the Contract, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

17.3 BUILDING OFFICIAL shall not assign or transfer the Contract or its rights, title or interests therein without TOWN'S prior written approval. The obligations undertaken by BUILDING OFFICIAL pursuant to the Contract shall not be delegated or assigned to any other person or firm unless TOWN shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by BUILDING OFFICIAL and the TOWN may, at its discretion, cancel the Contract and all rights, title and interest of BUILDING OFFICIAL shall thereupon cease and terminate.

17.4 Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

- 17.5 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 17.6 This Contract may be amended, extended, or renewed only with the written approval of the parties.
- 17.7 This Contract states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Contract. The BUILDING OFFICIAL recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This Contract shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 17.8 Upon acceptance of this Agreement the Town of Lake Park agrees not to solicit nor accept employment of any Hy-Byrd employee throughout the term of employment with Hy-Byrd and for one (1) year following separation from Hy-Byrd for any reason whatsoever.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Contract in triplicate.

This Contract shall be effective on the _____ day of November 2009

TOWN OF LAKE PARK, FLORIDA

Desca Dubois, Mayor

ATTEST:

Vivian Mendez Lemley, Town Clerk

APPROVED AS TO FORM:

Thomas J. Baird,
Town Attorney

WITNESS:

HY-BYRD, INC.

By: _____

State of Florida
County of Palm Beach

On this the ____ day of _____ 2009, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of corporate officer), _____ (title), of _____ Hy-Byrd, Inc, a Florida corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

- Personally known to me, or
- Produced identification:

(type of identification produced)

TAB 2

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

Meeting Date: **October 20, 2010**

Agenda Item No. 2

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

SUBJECT: Approval of Interlocal Agreement with Palm Beach County to Utilize \$2.4 Million Dollars of County Grant Money to Purchase a Parcel of Land on the Corner of Silver Beach Road and Federal Highway for Marina Parking.

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *W. Davis* Date: 10/13/10

Patrick Sullivan CD Director

Name/Title *[Signature]* Date of Actual Submittal 10/12/10

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Memo Resolution Interlocal Agreement
Department Review: <input checked="" type="checkbox"/> Town Attorney <u><i>[Signature]</i></u> <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>PGS</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><i>[Signature]</i></u> Or 10/12/2010 Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Please see attached memo for summary report.

RESOLUTION NO. 49-10-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY ACCEPTING A GRANT OF \$2.4 MILLION DOLLARS FROM THE COUNTY'S WATER ACCESS GRANT AND; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Florida Statutes Section 163.01 known as the "Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to provide services and facilities by entering into Interlocal Agreements; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (County) for the issuance of a \$50 million General Obligation Bond to be used for financing the acquisition, construction, and/or improvements to properties which enhance waterfront access in the County ("the Waterfront Access Bond"); and

WHEREAS, the Town proposes to acquire property located at 115 Federal Highway to be used to create additional boat trailer parking, vehicle parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina and its surrounding area which would enhance public access to County Waterways ; and

WHEREAS, the Town has asked County to provide funding from the Waterfront Access Bond for the Project; and

WHEREAS, the County has determined that the Project is eligible for funding from the Waterfront Access Bond and agrees to provide the Town funding for the Project.

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

SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

That Mayor is hereby authorized and directed to execute the Interlocal Agreement between the County and the Town

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

Town of Lake Park Community Development Department



Memo Date: October 7, 2010

Patrick Sullivan, AICP, CED, Director

To: Town Commission

This is a request to enter into an interlocal agreement with Palm Beach County to accept a grant of \$2.4 million dollars from the county's Water Access Bond so that the Town may purchase a parcel of land that abuts the Town Marina, located on the corner of Silver Beach Road and Federal Highway. The site is presently a boat repair and storage facility. The grant was approved by the County at their Commission meeting of October 19, 2010.

The grant will provide the Town with an opportunity to expand its marina parking for both boat trailers (30 additional spaces) and automobiles (18 additional spaces). The Town will use the \$2,400,000 grant to purchase the property. The property is presently paved and just needs to be restriped to begin utilizing it as a trailer parking area. The long term plan for the property is to tear down the existing repair facility to create more parking. Grant funds (Florida Inland Navigation District - FIND, Florida Boating Improvement Program - FBIP) will be utilized to finance additional improvements to the site.

The property would be purchased from the owners of South Florida Yachts. They in turn will utilize that money to redevelop the area that abuts this property. The phase 1 plan is to construct a restaurant along Lakeshore Drive and create parking in the area to the west of the restaurant site.

This is a public / private partnership that will improve public access to the waterway, provide additional parking for the marina and create public amenities next to the marina. In order to realize this vision it will be necessary to join with the County and South Florida Yachts and utilize any and all resources that if pursued individually would not be sufficient to provide these public amenities.

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

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

WHEREAS, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

WHEREAS, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

WHEREAS, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

WHEREAS, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

WHEREAS, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

WHEREAS, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

WHEREAS, the TOWN will operate and maintain the Project upon its completion; and

WHEREAS, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

WHEREAS, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

Section 1.03 COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in **Exhibit "D"** (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

Section 1.04 COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

Section 1.05 TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

Section 1.06 TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

Section 1.07 TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as **Exhibits "A", "B" AND "C"** respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.03 Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24

months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

Section 2.05 TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

Section 2.06 TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

Section 4.02 TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue

to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

Section 5.03 TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

ARTICLE 6: ACCESS AND AUDITS

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461
With a copy to:

County Attorney
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: REMEDIES

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 14: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

ARTICLE 15: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17: THIRD PARTY BENEFICIARIES

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

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EXHIBIT "A"

Project Description

PHASE I

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Trailer Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>

PHASE II **Future Projects Dependent on Public Sector Funding and Private Investment**

A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

EXHIBIT "B"
CONCEPTUAL SITE PLANS

See separate attachments.

EXHIBIT "C"

EXHIBIT "C"

COST ESTIMATE

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Construction	\$300,000
Future Projects Dependent on Public Sector Funding and Private Investment		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	Total Investment	\$5,600,000 +

EXHIBIT "D"

LEGAL DESCRIPTION OF THE PROPERTY

115 Federal Highway

KELSEY CITY LTS 16 TO 21 INC (LESS COUNTY RD R/W), 22 TO 24 INC & WLY 92.40 FT OF LTS 28 TO 31, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9' 01'57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85'19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West and having a radius of 5759.65 feet, said point being In the Easterly right-of-way of US Highway no. 1 (State Road No.5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2'27'21", distance of 246.86 feet to the point of Intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88'06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10'55'57", a distance of 50.0 feet to the Point of Beginning.

ATTEST:

TOWN OF LAKE PARK

By: _____

By: _____

Vivian L. Mendez, Town Clerk

Mayor

Desca DuBois,

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Thomas J. Baird, Town Attorney

BOARD OF COUNTY COMMISSIONERS

ATTEST:

BEACH COUNTY, FLORIDA

PALM

By: _____

By: _____

Clerk

, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

County Attorney

TAB 3

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

Meeting Date: October 20, 2010

Agenda Item No. **3**

- | | |
|---|---|
| <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 checked="" 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: Changes to Swale Ordinance

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *W. Davis* Date: 10/15/10

Patrick Sullivan CD Director
[Signature]
Name/Title

10/14/10
Date of Actual Submittal

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney <u><i>[Signature]</i></u> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>P&S</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><i>[Signature]</i></u> Or 10/13/2010 Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The present code is not clear on the property owner's responsibility to keep those sidewalks, driveways, driveway aprons, swales and swale areas that abut an owner's property in a neat and clean condition. This ordinance amends several sections of the code that are concerned with swales, driveways, and sidewalks and clarifies that it is the property owner's responsibility to maintain these areas. It also amends the code to provide a more comprehensive definition of swales and swale areas.

The ordinance also amends a section of the Code to prohibit the painting and marking sidewalks, driveways, and driveway aprons. Please refer to the staff report for more details

Town of Lake Park Community Development Department



Patrick Sullivan, AICP, CED, Director

Memo Date: October 13, 2010

To: Town Commission

Code amendments to clarify swale, sidewalk and driveway maintenance standards.

These changes address a deficiency in the Code regarding responsibilities for mowing, weeding and general maintenance of the swales, sidewalks, and driveways.

The first change is to heading section of **Sec. 16-10**. The original language refers to "private" property but property owners are also responsible for maintaining the town property or swale that abuts their parcel. The change of wording to Property Maintenance is clearer and more inclusive than "Maintenance of Private Property".

The next change to **Sec. 16-10** clarifies that the land the property owner has "control" over includes the swales, sidewalks and driveway areas that are adjacent to the owner's property.

The final change in **Sec. 16-10** requires that the swales, sidewalks, driveways, etc. must be mowed and weeded and that allowing vegetation to infringe on other properties including town parcels is not allowed. "Weeds" has been crossed out because we don't want to allow weeds to grow to eight inches, they should be removed immediately. The next section notes that the area should be reasonably free of weeds.

In **Sec. 34-2** the definition of swale and swale area is amended because the swale is not always a depression. It can be any grassed area adjacent to the road that retains, absorbs or channels rainwater and can include sidewalks and driveway aprons.

Sec. 54-74 is amended to include swales, sidewalks and driveways as part of landscape standards to remain consistent with other parts of the Code.

Finally, **Sec.72-2** is amended to clarify that altering, painting or marking of sidewalks, curbs and driveway aprons is prohibited.

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

ORDINANCE NO.: 12-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING VARIOUS AMENDMENTS TO THE TOWN CODE TO ADDRESS SWALE AREAS IN THE TOWN; PROVIDING FOR THE AMENDMENT OF SECTION 16-10 OF THE CODE TO REQUIRE THE MAINTENANCE OF SWALES, DRIVEWAYS, DRIVEWAY APRONS, ALLEYS, AND CURBS BY THE PROPERTY OWNERS WHOSE PROPERTIES ABUT OR ARE ADJACENT TO SUCH AREAS; PROVIDING FOR THE AMENDMENT OF SECTION 34-2 OF THE CODE CREATING A DEFINITION OF THE TERM "SWALE OR SWALE AREAS"; PROVIDING FOR THE AMENDMENT OF SECTION 54-74 OF THE CODE, ENTITLED "ADDITIONAL LANDSCAPE AND PROPERTY STANDARDS" TO APPLY THESE STANDARDS TO SWALES, SWALE AREAS, SIDEWALKS, DRIVEWAY APRONS, AND DRIVEWAYS; PROVIDING FOR THE AMENDMENT OF SECTION 72-2 OF THE CODE, ENTITLED "OBLIGATION OF PROPERTY OWNER TO MAINTAIN PUBLIC SIDEWALKS ADJACENT TO PROPERTY OWNERS PROPERTY" TO PROHIBIT THE DAMAGE OR ALTERATION BY PAINTING OR MARKING OF SIDEWALKS, DRIVEWAY APRONS, DRIVEWAYS, CURBS, SWALES, OR SWALE AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted general provisions pertaining to maintenance, vegetation, property standards and other improvements in swale or swale areas, sidewalks and driveways within the Town which, among other provisions, have been codified in Chapters 16, 34, 54 and 72 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, Town staff has recommended to the Town Commission that certain Sections of Chapters 16, 34, 54 and 72 be amended to provide additional guidelines, controls,

and standards for the maintenance, vegetation and other improvements in swale or swale areas, sidewalks and driveways within the Town; and

WHEREAS, the amendments to Town Code Chapters 16, 34, 54 and 72 would preserve and protect property maintenance standards in swale or swale areas, sidewalks and driveways, and preserve and enhance property values within the Town; and

WHEREAS, the Town Commission, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code as detailed herein above, to provide for these amendments.

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

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

Section 2. Chapter 16, Article 1, Section 16-10 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

ARTICLE I. - IN GENERAL

Sec. 16-10. - ~~Maintenance of private property.~~ Property Maintenance.

(a) It shall be unlawful for the owner, occupant, lessee, or person in control of any land including the swales, sidewalks, driveways, alleys, driveway aprons, or curbs, which abut, or are adjacent or contiguous to the property owner's real property, which is within the town limits, whether the area is unoccupied or occupied, to permit, maintain, or allow to remain thereon any accumulation of undergrowth, rubbish, debris, and unsightly and unsanitary matters, including, but not limited to, any accumulation of debris, decayed vegetable matter, filth, overgrown vegetation, including trees, bushes, or brush, rubbish or trash, or growth of weeds or noxious plants.

(b) It shall be unlawful for the owner, occupant, lessee, or person in control of any land including the swales, sidewalks, driveways, alleys, driveway aprons, or curbs, which abut, or are adjacent or contiguous to the property owner's real property, which is within the town limits to allow grass ~~or weeds~~ to grow to a height in excess of eight inches on any property. All such

areas shall be maintained in a neat and healthy condition, and reasonably free of weeds; any infringement of vegetation onto adjoining properties or public-rights-of-way is prohibited.

Section 3. Chapter 34, Article I, Section 34-2 of the Code of Ordinances of Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 34-2. Definitions.

The following words and phrases shall have the meanings ascribed to them in this section:

.....

Swale or swale areas. A broad manmade depression or a grassed area designed to store, route or filter storm water runoff running parallel from a property line to a public street, roadway, or other form of right-of-way, and which may be used for among other things, retention or channeling of storm water runoff. Swale or swale areas includes sidewalks, and driveway aprons.

Section 4. Chapter 54, Division I, Section 54-74 of the Code of Ordinances of Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 54-74. - Additional landscape and property standards.

(1) Developed lots including those swale, swale areas, sidewalks, driveway aprons, swales, swale areas, and driveways which are adjacent to, or abut a developed lot:

- (a) Shall be kept free of debris, rubbish, trash or litter.
- (b) Shall be maintained free of diseased or dead trees and plant materials.
- (c) Shall be kept free and clear of all exotic invasive pest plant species prohibited by the Florida Department of Environmental Protection.
- (d) Shall be maintained in a neat and healthy condition, and reasonably free of weeds; any accumulation of decayed, dead or dying vegetative matter; and bare (dead) areas (except that a reasonable bare area may be permitted along a property line to prevent the infringement of growth onto an adjoining property).
- (e) Lawns shall be maintained no higher than eight (8) inches in height.

Section 5. Chapter 72, Article 1, Section 72-2 of the Code of Ordinance of the Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 72-2. - Obligation of property owner to maintain public sidewalks, driveways, alleys, driveway aprons, or curbs adjacent to a property owner's property.

(a) General prohibition. It is unlawful for the owner of real property, and/or his tenant, licensee, lessee, occupant, and/or agent and any other persons or entities who have the care, custody and/or control of the subject real property ("responsible parties"), to cause or allow to be caused damage ~~to~~ or alteration, including, but not limited to, the painting or marking of town sidewalks, driveways, alleys, driveway aprons, swales, swale areas, or curbs, which abut, or are adjacent or contiguous to the property owner's real property, where such damage or alteration renders such areas either defective, defaced, unsafe, dangerous, and/or detrimental to pedestrians, bicyclists, and motorists. ~~, using these areas for the normal purposes for which they were intended.~~

Section 6. **Severability.** If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 7. **Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 8. **Codification.** The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance maybe renumbered or re-lettered to accomplish such.

Section 7. **Effective date.** This Ordinance shall take effect immediately upon passage.

TAB 4

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

Meeting Date: **October 20, 2010**

Agenda Item No. **4**

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> DISCUSSION |
| <input checked="" 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 *M. Davis*

Date: 10/15/10

Vin Luby
Name/Title

10/15/2010
Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input checked="" type="checkbox"/> Attorney _____ <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 <i>VMC</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 <u>n/a</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 5

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

Meeting Date: **October 20, 2010**

Agenda Item No. **5**

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input checked="" 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: Street Closure and Traffic Calming Options

RECOMMENDED MOTION/ACTION: None

Approved by Town Manager *W. Davis* Date: *10/14/10*

Patrick Sullivan CD Director

Name/Title

Date of Actual Submittal

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Traffic Calming Data
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>AS?</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>10/14/2010</u> Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Review of street closure workshop. Six streets received two votes for closure and two votes for leaving open. The Commission decided to revisit these six streets with a full Commission.

It was also requested to discuss the potential for traffic calming in conjunction with street closures. Attached is a Power Point presentation that provides information on the costs of traffic calming.

TRAFFIC CALMING

Calming Costs

Traffic Calming

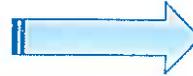
- | | |
|-----------------------|---|
| □ Speed limit Changes | Cost of Signage (\$60 - \$100 per sign) |
| □ Enforcement | PBSO Time |
| □ Speed tables/humps | \$ 2,000 to \$ 3,000 |
| □ Rumble strips | \$ 1,000 to \$ 1,500 |
| □ Roundabouts (mini) | \$ 3,500 to \$15,000 |
| □ Curb extensions | same as lane narrowing |
| □ Lane narrowing | \$ 7,000 to \$10,000 |
| □ Street closures | \$10,000 to \$25,000 |

Source: Traffic Calming Guide for Local Residential Streets,
Virginia Department of Transportation 2008

Traffic Calming

- Partial street closures depends on techniques used
- Chicanes \$ 5,000 to \$15,000
- Stop signs \$ 200 to \$ 500
- Semi-diverters \$ 5,000 to \$15,000
- Median island \$ 5,000 to \$15,000
- Street Lighting \$\$\$\$\$
- Raised Crosswalk \$ 2,500 to \$ 8,000

EXAMPLES



Source: Traffic Calming Guide for Local Residential Streets,
Virginia Department of Transportation 2008

TRAFFIC CALMING

Examples











TRAFFIC CALMING

Temporary Street Closure Examples

Street Closure Cost Estimate

Temporary Water Filled Structures

\$450 Each Barrier

\$500 Signage



Barriers can be resold following their use



Per Street Cost
Using Town Labor
\$2,500 to \$3,000







TRAFFIC CALMING

Closure Costs

Street Closure

Costs for Temporary Street Closures w/Clay Pots

No. of Streets Closed	Cost for Temporary Closure
5	\$15,000
7	\$21,000
10	\$30,000
14	\$42,000
18	\$54,000
22	\$66,000

Street Closure

Costs for Permanent Street Closures Based on a \$10,300 Cost per Street

No. of Streets Closed	Cost for Temporary Closure
5	\$51,500
7	\$72,100
10	\$103,000
14	\$144,200
18	\$185,400
22	\$226,600