



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Special Call Meeting  
of the Town Commission  
Wednesday, October 21, 2009, 6:00 p.m.  
Lake Park Town Hall  
535 Park Avenue

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

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**

**THE TOWN COMMISSION WILL CONVENE AN ATTORNEY - CLIENT SESSION TO DISCUSS PENDING LITIGATION IN THE CASE STYLED, USA v. TOWN OF LAKE PARK, ET. AL. AFTER THE ATTORNEY - CLIENT SESSION THE COMMISSION WILL RECONVENE THE SPECIAL CALL MEETING OF THE TOWN COMMISSION.**

- E. **RECONVENE THE SPECIAL CALL MEETING OF THE TOWN COMMISSION**
- F. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

- G. **MINI WORKSHOP**  
Florida Department of Environmental Protection (DEP) Personnel will be Present to Answer Various Question of Commissioners Regarding the Marin
- H. **BOARD APPOINTMENT**  
Application for Board Appointment of Robert Dow as an Alternate Member of the Library Board
- I. **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.
- J. **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. Special Call Commission Meeting Minutes of September 23, 2009  | Tab 1 |
| 2. Special Call Commission Meeting Minutes of September 30, 2009  | Tab 2 |
| 3. Expert Witness Services for Marina Litigation  | Tab 3 |
| 4. Calvin Giordano & Associates Additional Professional Services Contract for Lake Shore Drive Drainage Project             | Tab 4 |
| 5. Resolution No. 50-10-09 Florida City Government Week   | Tab 5 |
| 6. Resolution No. 51-10-09 Changes to Fee Schedule to Add Parking Meter Fees and Expired Meter Fine Amounts                 | Tab 6 |
| 7. Amendment to Community Development Department Positions  | Tab 7 |
| 8. Resolution No. 52-10-09 Job Descriptions for Parking Enforcement/ Code Compliance Officer                                | Tab 8 |
| 9. Approval of a Lease Agreement with Dunkin Donuts to Lease a Portion of Town Land to Dunkin Donuts for Additional Parking | Tab 9 |

- K. **PUBLIC HEARING:**  
**ORDINANCES ON 2<sup>ND</sup> READING:**  
10. **ORDINANCE NO. 14-2009 – Franchise Agreement with Florida Public Utilities AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING AND RENEWING A GAS FRANCHISE WITHIN THE TOWN OF LAKE PARK FOR THE FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS; PROVIDING FOR THE IMPOSITION OF PROVISIONS AND CONDITIONS RELATING TO THE FRANCHISE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.** Tab 10

**L. DISCUSSION AND POSSIBLE ACTION:**

**11. Authorize Town Attorney to Execute A Stipulation with the USA** **Tab 11**

**12. Florida Power and Light Street Lighting Agreement to Install and Maintain  
Four Street Lights on Bayberry Drive** **Tab 12**

**M. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**

**N. ADJOURNMENT:**

# MINI WORKSHOP

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

Meeting Date: **October 21, 2009**

Agenda Item No. *Mini Workshop*

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

**SUBJECT:** Workshop with the Department of Environmental Protection (DEP) Pertaining to Marina Deed Restrictions and Drainage Retention Area

**RECOMMENDED MOTION/ACTION:** N/A

Approved by Town Manager *W. Davis* Date: *10/11/09*

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

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

**Summary Explanation/Background:** Commissioner Daly requested to invite staff from the DEP to a commission meeting to clarify questions/concerns that he has pertaining to deed restrictions and the drainage retention area at the marina.

# **Board Membership**

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

Meeting Date: **October 21, 2009**

Agenda Item No. \_\_\_\_\_

Board Appointment

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

SUBJECT: **Application for Board Appointment**

RECOMMENDED MOTION/ACTION: **To appoint Robert Dow as an alternate member of the Library Board.**

Approved by Town Manager \_\_\_\_\_

Date: 10/16/09

*Jessie Shepherd*  
Deputy Clerk

10/13/09  
Date of Actual Submittal

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

**Summary Explanation/Background:** The attached applicant has requested appointment to the Library Board. The Library Board currently has one alternate membership opening.

# The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

## Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: DOW ROBERT \_\_\_\_\_  
 Last First Middle

Address: 274 BAYBERRY \_\_\_\_\_

Telephone: home 758-1556 work 683-4623 cell \_\_\_\_\_

E-Mail Address REDOWDB@YAHOO.COM \_\_\_\_\_

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

If so, which one(s): \_\_\_\_\_

Have you been convicted of a crime  Yes  No

If so, when? \_\_\_\_\_ where? \_\_\_\_\_

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
<input type="checkbox"/> _____	Code Compliance *	<input checked="" type="checkbox"/> <u>2</u>	Tree Board
<input type="checkbox"/> _____	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/> _____	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/> _____	Harbor Marina Advisory Board	<input checked="" type="checkbox"/> <u>1</u>	Library Board
<input type="checkbox"/> _____	Construction Board of Adjustments & Appeals		

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

Your Name: ROBERT DOW

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

I love libraries and books & learning & would like to contribute to the future of the Lake Park Public Library.

Number of Meetings of the above boards you have attended in the past six months: None

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

College (B.A. English Literature)

What is/was your profession or occupation: LABOR LEADER

How long: 1 year

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

TEACHER in Palm Beach County for 11 years.

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

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

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

Signature: R Dow Date: 10/09/09

# Consent Agenda

# TAB 1

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

Meeting Date: **October 21, 2009**

Agenda Item No. **Tab 1**

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

**SUBJECT:** Special Call Commission Meeting Minutes of September 23, 2009.

**RECOMMENDED MOTION/ACTION:** Approve the Special Call Commission Meeting Minutes of September 23, 2009.

Approved by Town Manager *W. Davis* Date: *10/15/09*  
 Deputy Clerk *Jessica Hope* *10/16/09*  
 Date of Actual Submittal

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

**Summary Explanation/Background:**



**Minutes**  
**Town of Lake Park, Florida**  
**Special Call Commission Meeting**  
**September 23, 2009 6:05 p.m.**  
**Town Commission Chambers, 535 Park Avenue**

The Town Commission met for the purpose of a Special Call Commission Meeting on Wednesday, September 23, 2009 at 6:05 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, Rumsey, and Osterman, Attorney William Capko presided on behalf of Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Lemley.

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

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

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

Vote on Motion:

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

Motion passed 5-0.

**PUBLIC and OTHER COMMENT**

*Steve Hockman, 638 Flagler Dr.* - expressed his concerns regarding the budget. He stated that the Town was not getting three separate bids for contracts on the parking meters and the vacuum truck for the Public Works Department.

**Public Comment Closed.**

**PUBLIC HEARING(S): RESOLUTIONS**

**RESOLUTION NO. 45-09-09 – Millage Rate**

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

Finance Director Anne Costello explained the Millage Rate Resolution and gave a PowerPoint presentation of the tentative budget (see Exhibit "A").

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Vice-Mayor Carey to approve Resolution No. 45-09-09; Commissioner Rumsey made the second.**

**Vote on Motion:**

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

Motion passed 4-1.

Attorney William Capko read Resolution No. 45-09-09 by caption-only.

**RESOLUTION NO. 46-09-09- 2009-2010 Budget**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL**

**YEAR BEGINNING OCTOBER 1, 2009, AND ENDING SEPTEMBER 30, 2010,  
AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.**

**Public Comment Open.**

*Kim Jones, Owner of Southern Kitchen* – expressed her concerns regarding the installation of parking meters. She stated that staff and customers have expressed their concerns about the parking meters being installed in front of her restaurant. She stated that it could be detrimental to her business.

*Mary Gambino, 250 Foresteria Dr.* – expressed her concerns regarding the future installation of parking meters in the Town and the Town's budget.

*Steven Hockman, 638 Flagler Dr.* – stated that he had received other proposals for the installation of parking meters. He stated that it would cost the Town approximately \$30,000 to \$40,000 per year to maintain the meters. He expressed his concerns regarding parking meters and the issues that may arise from the installation.

He continued and expressed his concerns regarding the Town's budget. He stated that in one portion of the budget he knocked out \$600,000 and created 24 new jobs. He stated that the Town could bring back their own Police Department and save \$200,000. He expressed his concerns regarding the Palm Beach County Sheriff's Department and the Sheriff's salaries. He recommended that the Commission postpone the approval of the budget so that residents could have their input in slashing the budget to bring it current with today's economy.

*Patty Antolik* – stated that she volunteers her time to teach chess to children on Saturdays at the Library. She stated that she was informed that the Town was closing the Library on Saturdays. She stated that learning chess was a great way to empower children. She gave a brief explanation of the benefits of learning chess. She recommended keeping the Library open on Saturdays for at least half of the day.

*Genanne Doughty, 1008 7<sup>th</sup> St.* – stated that keeping the Library open on Saturdays was important. She expressed her concerns and gave a brief overview of the statistics for the Library. She stated that the Library serves a larger percentage of residents of the Town than any other entity including Police and Fire Rescue.

**Public Comment Closed.**

Commissioner Daly stated that he wanted Ms. Jones to know that he turned in a petition against the parking meters that was signed by residents and business owners of the Town, but there was no reaction from the Commission.

Vice-Mayor Carey proposed that the \$200 car allowance be taken away from both Community Development Director Patrick Sullivan and Information Technology Officer Hoa Hoang. He recommended that they use the Town's vehicle for commuting through the Town. If the Town vehicle is not available for use they could be reimbursed mileage on their personal vehicles.

**The Commission came to consensus to have the \$200 car allowance taken away from both Community Development Director Patrick Sullivan and Information Technology Officer Hoa Hoang and to have them use the Town's vehicle for commuting through the Town and to be reimbursed mileage should they need to use their personal vehicles.**

Town Manager Maria Davis explained that when she came to work for the Town, the car allowances were already put in place. She reviewed the car allowances and salaries and felt that the salaries were low but the car allowances were high. She left the car allowances alone to make up for the discrepancies in the salaries.

Vice-Mayor Carey stated that he understood that mileage reimbursement may need to be made but believed the Town would save some money on the car allowances in the long run.

Commissioner Rumsey stated that he did not believe it would cost much money to the Town and he did not foresee the employees driving in excess of 400 miles per month.

Vice-Mayor Carey stated in reference to comments made about the installation of parking meters; that he had always been against the installation of parking meters but he felt that the Town had no other choice at the time due to the circumstances.

Commissioner Daly stated that he believed taxes have increased on properties when property values have gone down. He expressed his concerns and issues with what he felt were tax increases in the Town, the County and State.

Mayor DuBois stated that the Library was close to her heart and she was not happy about cutting hours from the Library. In reference to Commissioner Daly's comments regarding the parking meter petition, she stated that she would never ignore any petition signed by her residents or business people. She stated that she was between a rock and a hard place and she was going to make the best decision whether she liked it or not. She did not want to install parking meters or cut hours from the Library but the unfortunate circumstances had caused her to make the decisions she felt she needed to make.

Commissioner Rumsey stated that taxes were not raised in the Town. He did some research and found that of the 36 municipalities in the County, 24 municipalities raised taxes. He stated that taxes were raised 15% in Palm Beach County. The City of West Palm Beach raised their taxes 7.4%, Hypoluxo raised their taxes over 40% and Port Saint Lucie which is not in Palm Beach County raised their taxes 34.7%. He repeated that the Town did not raise its taxes. Other municipalities chose to raise taxes on the citizens instead of cutting services. The Town's employees are taking five days off without pay this year and none were getting raises or bonuses. In reference to Mr. Hockman's budget proposal, he stated that he would not go on the backs of employees and cut their retirement, health insurance or dental insurance. He did not think it was fair to take away co-pays from employees and make them pay for it.

He stated that he wanted to address other comments that were made and he asked Town Manager Davis to address those comments further. He asked her to give more information on how the Town was covering the cost of installation, materials, maintenance, service and how code

enforcement would be participating with the parking meters.

Town Manager Davis explained that a rough estimate was done to install the meters which came to approximately \$15,000 in labor. The estimate also included benefits. She stated that she opted to do the installation in house because if a contractor was used it would have cost \$20,000 to \$30,000. She stated she had considered cutting a code enforcement officer because of the budget but instead decided to keep the officer to continue code enforcement and also do parking meter enforcement. She stated that there would be very little maintenance on the meters. The batteries would need to be replaced once a year. If the meters get nicked there would need to be paint touch ups since the meters would be located near the water. Other than that there were no other major maintenance costs. She stated that they bought a couple of spares in case of vandalism. The types of master meters were the simplest they could have bought because of their mechanisms. There is very little that could break down in them. She stated that staff analyzed all of the meters that were available and made the best decision. She was concerned about maintenance because 26% of the work force has been cut over the last three years.

Commissioner Rumsey asked what percentage of the parking meters would need to be covered on a day to day basis in order for the Town to generate money.

Town Manager Davis stated that for all of the parking areas besides the Marina, she estimated a 30% occupancy and a 25% occupancy at the Marina. For the public's edification, she stated that she did not know many cities that did not have parking meters and the Town has enjoyed the luxury of not having meters for as long as it's been incorporated. She explained that parking meters were a very good revenue stream because many people who use parking meters do not live in Town. She stated that a lot of those people are not residents, but even if they were, it was a value to have the luxury to park thirty steps from the tennis center. She stated that she did not know of a community that does not have parking meters.

Commissioner Rumsey expressed how he was not in favor of installing parking meters but there were no other options to balance the Town's budget. He stated that a citizen brought up the question of "When will the Town have a meeting for the public to discuss the Town's budget?" He stated that this meeting was the third meeting the Commission has had regarding the budget.

Vice-Mayor Carey stated that the parking meters were discussed before all of the budget meetings took place.

Commissioner Osterman asked at what meeting was the millage set and locked in.

Finance Director Anne Costello stated that at the Budget Workshop of July 22, 2009, the millage was set and locked.

Town Manager Davis stated that parking meters were discussed at the Commission Meeting of May 20, 2009.

Commissioner Osterman stated that the petition and public comments against the parking meters was not brought to the Commission until after the millage was locked at the Budget Workshop of

July 22, 2009. She stated that those objections should have been brought up much sooner.

Commissioner Rumsey stated that a comment was made at the meeting that a real estate developer had been hired by the Town to run the CRA. He asked Town Manager Davis to explain.

Town Manager Davis explained that Ms. Spicer was not a real estate developer. She has a degree in marketing and is trained in bringing business and tenants to properties. What she has done in two months, a realtor could not do in twelve months. She stated that there will soon be a lot of activity in the downtown area. She stated that she did not know of any CRA's that do not have a CRA Director.

Commissioner Rumsey asked Town Manager Davis to explain how the CRA is paid for and how and if it affects the General Fund.

Town Manager Davis explained that the Community Redevelopment Agency was established in 1996 and that it was a mechanism for economic development. She illustrated with a piece of paper stating that the piece of paper was the Town and the colored part on the paper was the CRA. She explained that when property taxes are collected they taxes get spread throughout the Town, however the properties that are owned that fall within the boundaries of the CRA, those taxes stay within the CRA and the Ad Valorem taxes that are collected by the county are given to the CRA. The Town receives money from the county that it would not normally receive and the concentration of dollars that are generated by those properties that are within the CRA are put back into the geographic area and can only be spent in the CRA. She stated that the CRA has a plan that has to be sent to Tallahassee and the programs and projects that are done within the CRA must be in the plan. She stated that they were in the process of updating the plan to include the CRA's future plans. She reiterated that the tax increment financing was there for economic development. The projects that are seen downtown are financed through tax dollars from properties within the geographic boundaries of the CRA.

Finance Director Anne Costello stated that she wanted to clarify that the tax dollars in the CRA came from the increase in value on the properties within the CRA boundaries.

Town Manager Davis explained how the tax increment worked since the CRA's inception in 1996.

Commissioner Rumsey explained that he was aware that the Town's Economic Development Director had a large salary but she would be held accountable for getting the downtown area turned around and help get new businesses in the area as well.

He asked Town Manager Davis if a number of departments have furloughed a portion of their salaries into the CRA in order to help offset the General Fund.

Town Manager Davis explained that a portion of salaries from certain departments were not furloughed but abated into the CRA Fund.

Commissioner Rumsey explained that those monies that are paying those salaries have been

moved to the CRA to take from the General Fund for additional savings. He stated that the bid process was brought up when the parking meter proposal came up for approval. He stated that he did question it and received an answer from Public Works Director Mike Arnold and the project was approved. He stated that in the future he would not be in favor of a bid for that amount of money without three bids of which to choose from. He asked Town Manager Davis if there was another location that Ms. Antolik could teach chess to the children on Saturdays.

Town Manager Davis stated that she would find another location for Ms. Antolik to teach chess to children on Saturdays.

Commissioner Rumsey asked Ms. Doughty to let him know how he can help keep the Library open. He stated that the Town could not let the Library close down.

He asked Town Manager Davis how much the Town paid for the vacuum truck for the Public Works Department.

Town Manager Davis stated that the vacuum truck cost \$250,000.

Commissioner Rumsey asked what the vacuum truck was being used for.

Town Manager Davis explained that the Town established a storm water utility for the very first time in the Town last year. The Town had no way of cleaning the drainage pipes. There was not enough staff or equipment to clean all of the drainage pipes in the Town. She stated that the Town was one of three cities in the state that did not have a storm water utility. She explained that the vacuum truck was an intricate part in cleaning the drains because they not only clean catch basins but the drainage lines. She stated that the truck was invaluable.

Commissioner Rumsey asked if Seacoast Utility had any responsibility in the storm water utility.

Town Manager Davis explained that Seacoast Utility was responsible for drinking water and sewer only.

Commissioner Daly stated that he presented the petition against parking meters on the night that the meters were voted on. He stated that he needed to do more research on items that he believed that the Town may be spending too much money and where the Town could save.

Commissioner Osterman repeated that the petition was given after the millage was set. She stated that she has questioned the changes to the Library's hours numerous times. She stated that she felt that Saturdays were important for the children. She stated that if the community wanted to have the Library open on Saturdays there would need to be feedback from the residents. She stated that the hours at the Library could be shifted around and closed on a day other than Saturday.

**Motion: A motion was made by Vice-Mayor Carey to approve Resolution No. 46-09-09; Commissioner Osterman made the second.**

Vote on Motion:

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

Motion passed 4-1.

Attorney William Capko read Resolution No. 46-09-09 by caption-only.

**QUASI-JUDICIAL HEARING:**

**RESOLUTION NO. 44-09-09 - Site Plan Review for Pet Smart**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A 20,215 SQUARE FOOT PETSMA RT STORE, SUBJECT TO CONDITIONS OF APPROVAL, TO BE LOCATED ON A 2.75 ACRE PARCEL GENERALLY LOCATED AT THE NORTHEAST CORNER OF CONGRESS AVENUE AND WATERTOWER ROAD WITHIN THE C-2 ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Ex-parte communication was declared as follows:

- Mayor DuBois – none
- Vice-Mayor Carey –none
- Commissioner Rumsey – none
- Commissioner Osterman – none
- Commissioner Daly – none

Town Clerk Vivian Lemley swore in all witnesses.

**Public Comment Open.**

*None*

**Public Comment Closed.**

Community Development Director Patrick Sullivan explained the reason for Resolution No. 44-09-09. He stated that it was continuation of the hearing that began on September 16, 2009. He stated that all the issues were covered except for the design issue. He stated that it was the Commission’s desire that work be done to the design and brought back for approval. He turned

the presentation over to the applicant so they could show the changes they made to the design.

Dodi Glass of Gentile, Holloway, and O'Mahoney explained the changes that were made to the design of the proposed Pet Smart building. She showed the Commission the new design and explained all the changes made (see Exhibit "B").

Mayor DuBois asked how long it would take for the landscaping to look like what it looked like on the picture (see Exhibit "B").

Ms. Glass explained that it would take approximately three years for the plants and trees to grow in to look like the plants and trees displayed in the picture.

Vice-Mayor Carey asked how far away the entrance to Pet Smart was from Watertower Rd.

Ms. Glass explained that it was approximately a 25 foot buffer with the sidewalk and then the building.

Vice-Mayor Carey stated that the picture displayed the landscaping as very noticeable. He stated that the building would not be seen through the landscaping from the road.

Community Development Director Sullivan explained that the landscaping would buffer the view of the building considerably.

Discussion ensued between Ms. Glass, Community Development Director Sullivan and the Commission regarding the proposed landscaping for the Pet Smart site plan.

**Motion: A motion was made by Vice-Mayor Carey to approve Resolution No. 44-09-09 with the conditions set forth by the Planning & Zoning Board; Commissioner Osterman made the second.**

Vote on Motion:

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

Motion passed 4-1.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Commissioner Rumsey, and by unanimous vote, the meeting adjourned at 7:20 p.m.

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Mayor DuBois

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Deputy Clerk Jessica Shepherd

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Town Clerk Vivian Lemley

Town Seal

Approved on this \_\_\_ of \_\_\_\_\_, 2009.

# TAB 2

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

Meeting Date: **October 21, 2009**

Agenda Item No. *Tab 2*

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

**SUBJECT:** Special Call Commission Meeting Minutes of September 30, 2009.

**RECOMMENDED MOTION/ACTION:** Approve the Special Call Commission Meeting Minutes of September 30, 2009.

Approved by Town Manager *H. Davis* Date: *10/15/09*  
 Deputy Clerk *Jessie Spivey* *10/7/09*  
 Date of Actual Submittal

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

**Summary Explanation/Background:**



**Minutes**  
**Town of Lake Park, Florida**  
**Special Call Commission Meeting**  
**September 30, 2009 6:00 p.m.**  
**Town Commission Chambers, 535 Park Avenue**

The Town Commission met for the purpose of a Special Call Commission Meeting on Wednesday, September 30, 2009 at 6:00 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, Rumsey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Lemley.

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

**At 6:05 p.m. Mayor Dubois announced that the meeting would convene and the Commission members would go into an Attorney-Client Session. Pursuant to and as authorized by Section 286.011 (8), Florida Statutes with its Town Attorney, Thomas J. Baird, and Town Manager Maria V. Davis to discuss pending litigation, in which the Town is presently a party, specifically the United States of America v. the Town of Lake Park, Florida, et. al) The Attorney-Client Session is anticipated to last one hour. Also, be advised that at the conclusion of the Attorney-Client Session, the Town Commission will continue its Special Commission Meeting.**

Mayor DuBois reconvened the Special Call Commission Meeting at 8:00 p.m.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

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

Vote on Motion:

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

Mayor DuBois	X		
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Motion passed 5-0.

**PUBLIC and OTHER COMMENT**

*Steve Hockman 638 Flagler Dr.* – expressed his concerns regarding issues he had with the Town’s budget and the installation of parking meters. He provided a packet of research he had done on parking meters to the Commission (see Exhibit “A”). He discussed his findings with the Commission. He stated that operating costs must be calculated into the cost of the parking meters.

Mayor DuBois asked if there was a way to get in touch with him if the Commission wanted to speak with him regarding his concerns and questions.

Mr. Hockman stated that his phone number was 561-856-2626.

Commissioner Daly asked Town Manager Davis if a meeting could be set up for whoever would like to be at the meeting to address Mr. Hockman’s issues and concerns with the parking meters and get the issue resolved.

Town Manager Davis asked the Commission for direction.

Commissioner Osterman recommended that staff review the documents provided by Mr. Hockman and answer questions about additional costs.

Mr. Hockman stated that prices from other parking meter companies were provided in his documentation.

Mayor DuBois stated that she also wanted staff to review the documentation and then possibly work out a time to meet with Mr. Hockman individually.

**Public Comment Closed.**

**PUBLIC HEARING(S):**

**ORDINANCE ON SECOND READING:**

**ORDINANCE NO. 16-2009 - Reasonable Accommodations**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING SUBSECTIONS (1) THROUGH (9) OF SECTION 78-6, ENTITLED “REASONABLE ACCOMMODATIONS PROCEDURES”; PROVIDING FOR A DEFINITION OF THE TERM “QUALIFYING ENTITY”; PROVIDING FOR THE AMENDMENT OF THE APPLICATION REQUIREMENTS TO REQUIRE OWNERS, TENANTS, OR APPLICANTS TO PROVIDE ALL LEASES OR SUBLEASES FOR INDIVIDUALS WHO WILL RESIDE ON THE PROPERTY AND WHO ARE SEEKING A REASONABLE ACCOMMODATION; PROVIDING FOR THE**

**AMENDMENT OF SECTION 78-6(6) REGARDING APPEAL OF A SPECIAL MAGISTRATE’S ORDER; PROVIDING FOR THE DELETION OF THE INCORPORATION OF AN APPLICATION FORM IN THE TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Osterman to approve Ordinance No. 16-2009 upon 2nd reading; Commissioner Rumsey made the second.**

Vote on Motion:

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

Motion passed 5-0.

Attorney Baird read Ordinance No. 16-2009 by caption-only.

Attorney Thomas Baird stated that he wanted to notice a subsequent Attorney-Client Session to continue the dialogue on the United States of America vs. Town of Lake Park et al case. He suggested a special meeting be noticed for 6 p.m. on October 7, 2009 followed immediately thereafter by the CRA and Regular Commission Meeting.

Town Manager Davis wished Commissioner Osterman a “Happy Birthday”.

## ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Vice-Mayor Carey, and by unanimous vote, the meeting adjourned at 8:10 p.m.

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Mayor DuBois

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Deputy Clerk Jessica Shepherd

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Town Clerk Vivian Lemley

Town Seal

Approved on this \_\_\_ of \_\_\_\_\_, 2009.

# TAB 3



event that all tasks are not required. Staff recommends approval of the agreement to assist with the Marina Litigation.



02916.5P

July 31, 2009

Ms. Maria V. Davis, Town Manager  
**Town of Lake Park**  
535 Park Avenue  
Lake Park, Florida

**Re: Coastal Engineering – Expert Witness Services**

Dear Ms. Davis:

This letter is a proposed agreement for engineering and associated expert witness services relative to construction deficiencies at the Lake Park Marina discovered by the Town since 2002. The TOWN has engaged Cutcher and Associates, Inc. (CAI) to generally advise the Town relative to marina operations and construction issues; Mr. Robert Cutcher of CAI has requested this proposal on behalf of the Town. The following are proposed formal terms of agreement for services to be provided by Coastal Technology Corporation (COASTAL TECH) for the Town of Lake Park (TOWN):

**Task 1 – Initial Assessment**

For each task described below, COASTAL TECH will:

- provide a written report – in the form of a letter report, Memo or affidavit, and
- meet with the TOWN to review the written report.

**Task 1a – Breakwater Assessment:** COASTAL TECH will review and assess the breakwater design by Bridge Design Associates to (BDA) to:

- assess the design loads and structural adequacy reflected in the BDA design Documentation and Drawings per the conditions assumed in the Applied Technology & Management, Inc. (ATM) design Documentation,
- assess the design loads and structural adequacy reflected in the BDA design Drawings for vessel induced mooring and wave (wake) loads.
- compare the ATM and BDA design related to the structural adequacy as determined in the previous item.

Fees for Task 1a services are estimated at.....\$7,700.

**Task 1b – Bulkhead Assessment:** COASTAL TECH will review and assess the bulkhead design by Bridge Design Associates, Inc. (BDA) to:

- assess the overall structural adequacy reflected in the BDA design Documentation and Drawings,
- assess the adequacy of the panel lengths in light of design depths and likely scoured depths due to “prop-dredging” in the marina,
- assess the viability of design measures to prevent sediment loss through panel joints,
- assess the viability of the tie-rod elevations associated with potential corrosion of tierods.
- assess the ramifications of no expansion joints in the bulkhead cap design.

Fees for Task 1b services are estimated at.....\$7,400.

**Task 1c – Cantilever Seawall:** COASTAL TECH will review and assess the cantilever seawall design by BDA to:

- assess the overall structural adequacy reflected in the BDA design Documentation and Drawings,
- assess the adequacy of the panel lengths in light of design depths and likely scoured depths due to sediment loss from wind and vessel generated waves,
- assess the feasibility of overburden loads associated with vessel loading/unloading, emergency vehicles, and/or pedestrian use of the uplands adjacent to the seawall.

Fees for Task 1c services are estimated at.....\$6,900.

**Task 1d – Bellingham Dock:** COASTAL TECH will review and assess the floating dock pile length and embedment requirement modification design by BDA - reflected in the BDA design Documentation and Drawings - to assess the structural adequacy and penetration of the piles supporting the floating dock under the following wave and wind load conditions:

- unoccupied – with a 140 mph winds, and
- occupied – with a wind of 74 mph.

COASTAL TECH will also compare the BDA design against recommendations cited in a geotechnical report prepared to support the design.

Fees for Task 1d services are estimated at.....\$7,600.

## **Task 2 – Expert Witness Services**

In general, Michael Walther will provide expert witness services with support as warranted by COASTAL TECH staff.

**Task 2a – Discovery:** The substantive issues to be addressed are relative to industry standards for design and construction of marinas. As may be requested and directed by the TOWN or the TOWN’s Attorney, COASTAL TECH will:

- review data, surveys, aerial photographs, and documents describing the project;
- visit the project site, perform assessments and evaluations relative to the substantive issue and/or may be cited by the TOWN or the TOWN’s Attorney;
- confer with TOWN or the TOWN’s Attorney to the results of the assessments and evaluations;
- seek to formulate opinions which support the ATTORNEY’s case;
- provide a deposition in Palm Beach County;
- address technical issues and assist the OWNER with discovery, motions, responses, and questions for witnesses; and
- prepare exhibits.

Fees for Task 2a services are estimated at.....\$24,000.

**Task 2b – Testimony:** Michael Walther of COASTAL TECH will attend mediation meetings and/or a trial to provide expert testimony based upon Tasks 1 and 2a.

Fees for Task 2b services are estimated at.....\$7,000.



**General:** COASTAL TECH will coordinate and review all services by COASTAL TECH with the TOWN as described above, or with the TOWN's representative – as may be designated by the TOWN. All services will be provided per the attached Hourly Rate Schedule or as may be amended. If fees are expected to exceed the estimated amounts cited above, COASTAL TECH will seek additional authorization from the TOWN as a formal addendum to this agreement. COASTAL TECH will submit invoices to the TOWN on a monthly basis at the first of the month for services provided over the prior month; the TOWN shall pay invoices within 30 days of receipt of the invoice.

If you wish to engage us for the above services, please sign below and return to us a signed copy of this agreement, which will serve as our Notice-to-Proceed.

If you have any questions, please contact me or Julia Thompson of my office.

Sincerely,  
COASTAL TECH



Michael P. Walther, P.E.  
President

\_\_\_\_\_  
Ms. Maria V. Davis, Town Manager  
Town of Lake Park

\_\_\_\_\_  
Date

Attachment: Coastal Tech's *Hourly Rate Schedule*

cc: Julia Thompson



**COASTAL TECH**

COASTAL • ENVIRONMENTAL • CIVIL • ENGINEERING AND PLANNING

# COASTAL TECH

## Hourly Rate Schedule

Effective: January 28, 2009

### LABOR CATEGORIES

Principal	\$ 235
Director of Coastal Engineering	\$ 162
Senior Coastal & Hydraulic Engineer	\$ 162
Project Engineer	\$ 120
Staff Engineer	\$ 89
Director Coastal Geology & Sediments Lab	\$ 162
Lab Technician	\$ 87
Director of Coastal Management <i>Flood Plain Manager</i>	\$ 162
Coastal Management Specialist/GIS	\$ 87
Estimator	\$ 137
Senior Permit Specialist	\$ 120
Permit Specialist	\$ 99
Staff Biologist	\$ 99
Administrative Technician	\$ 95
Engineer Technician/CADD	\$ 85
Clerical	\$ 52
<u>DIRECT EXPENSES</u>	Cost x 1.1
Copies	\$.10/page
Mileage	\$.445/mile
Subcontracted Expenses	Cost x 1.1



**COASTAL TECH**

COASTAL • ENVIRONMENTAL • CIVIL • ENGINEERING AND PLANNING

# TAB 4

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

Meeting Date: **October 21, 2009**

Agenda Item No. *Tab 4*

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

**SUBJECT:** Additional Professional Services for Lake Shore Drive Drainage Design

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. Davis* Date: *10/12/09*

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

<b>Originating Department:</b> <b>Town Manager</b>	<b>Costs: \$81,685</b> Funding Source: <b>Storm Water Fund</b> Acct. #	<b>Attachments:</b> Proposal
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** Calvin, Giordano and Associates, Inc. was awarded a professional services contract in the amount of \$205,850 for Lake Shore Drive Drainage and Streetscape Project in December 2008.

**During the course of the project, the engineers found that both of the northern drainage outfalls on Lake Shore Drive were never recorded as drainage easements for the Town when they were installed. Further, the construction that was recently done at Mariner's Key included carports built on top of the outfall on that property.**

**As a result, it became necessary for the engineers to look for alternatives and thus propose to add an outfall on the north end of Lake Shore Park and improve the outfall located on the south side of the park. Part of the work includes many iterations of flood routing done to try to avoid building the new outfall and to eliminate the need for pumped discharge. To that end, both of the outfalls will require extensive permitting work through the Department of Environmental Protection (DEP) because we will be affecting the Lake Worth Lagoon.**

**The proposal for the additional work is attached. Staff has reviewed the proposal and believes that it is reasonable. The additional dollars will be funded through the Storm Water Utility Fund.**



## Additional Services Agreement

**DATE:** October 12, 2009  
**RE:** Revisions to Lake Shore Drive, including New Outfall  
**CLIENT:** Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
**ATTENTION:** Ms. Maria Davis  
**CGA NO.:** 08-1908.1

CGA ARE REQUESTING AUTHORIZATION TO PROCEED WITH THE FOLLOWING ADDITIONAL SERVICES:

Due to unforeseen circumstances not anticipated in the original scope of services, CGA will provide the following additional services:

### I. Professional Engineering Services

#### A. Civil Engineering

##### 1. Hydrologic and Hydraulic Analysis

- The purpose of the hydrologic and hydraulic analysis by ICPR modeling software is to determine the size of the new outfall pipe and to quantify the anticipated improvements of flooding conditions of the Lake Shore Drive drainage basins. The ICPR simulations and drainage analysis will estimate the response of 4 (four) sub-basins to three rainfall events: 3 year 1 day, 10 year 1 day; and 25 year 3 day. The analysis provides a connection between theory, design, and land use to select the best storm water management facilities.

##### 2. ICPR Modeling

- Based on 3 existing and a new outfall connection, a computerized model of each sub-basin discharging into Lake Shore Drive Drainage system will be developed and analyzed for the best optimized solution to alleviate the existing flooding problem. The hydrologic and hydraulic computer program models theoretical rainfall events, as specified by SFWMD will provide a calculated storm water runoff quantity from the study area. Pre and post stage conditions will be evaluated for hydraulic performance of the conveyance system to determine size and location of the new outfall system.

##### 3. Revised Drainage Study Concept

- ICPR input file update for inclusion of the new outfall pipe.

Engineering  
Construction Engineering  
& Inspection  
Municipal Engineering  
Transportation Planning  
& Traffic Engineering  
Surveying & Mapping  
Planning  
Landscape Architecture  
& Environmental Services  
Construction Services  
Indoor Air Quality  
Data Technologies  
& Development  
Emergency Management  
Services  
Building Code Services  
Governmental Services

560 Village Blvd., Suite 440  
West Palm Beach, FL 33409  
Phone: 561.684.6161  
Fax: 561.684.6360

[www.calvin-giordano.com](http://www.calvin-giordano.com)

- Simulation with different outfall pipe sizes for SFWMD 3 year 1 day, 10 year 1 day, and 25 year 72 hour storm events to determine the required pipe size that meets the SFWMD permitting requirements for a new outfall.
- Proposed drainage system model review and calibration
- Determine the hydraulic performance of the new outfall system along with other 3 existing outfalls and quantify the drainage improvements on all four sub-basins.
- Revised report preparation for required permits
- Reevaluate system without a pump
- Reevaluate system without easement for the outfall

**B. Electrical Engineering**

1. Provide electrical engineering design services to resolve potential conflicts between the six existing lighting standards located near the north boundary of the park east of Lake Shore Drive and the proposed outfall pipe that may require the relocation of the lighting standards and branch circuit wiring.

**II. Professional Environmental Services**

- A. Conduct the necessary on-site inspections to collect the field data required to document the existing natural resource conditions and potential for impacts to submerged lands that are designated as Outstanding Florida Waters and are known habitat to the listed Florida manatee and Johnson seagrass.
- B. Complete the UMAM assessment forms and score sheets to determine mitigation needs.
- C. Prepare the environmental documents and analyses and other required submittal documents for inclusion in the submittal packages to the South Florida Water Management District and to the Army Corps of Engineers.
- D. Coordinate and attend up to three (3) meetings with the permitting agencies and coordinate with and provide comment to the National Marine Fisheries, the US Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission that will be the commenting agencies on the application submittal.
- E. Coordinate with a licensed mitigation bank to ensure the purchase of adequate credits to mitigate for any impacts to resources as determined by the jurisdictional permitting agencies.
- F. Respond to requests for additional environmental information from each agency reviewing the submittal packages.

**III. Professional Highway Design Services**

- A. Revise Plans with updated drainage system design due to new outfall at Lake Shore Park
  1. Update Roadway plans
    - Plans with revised location, size and length of drainage pipes and structures.
    - Profiles with revised locations, size and length of drainage pipes and structures.
    - Cross sections with revised location, size and length of drainage pipes and structures.

- Drainage details with revised location and size of control, treatment and valve structures.
2. Create Outfall plans
    - New plans/profile sheets for outfall pipe through Lake Shore Park.
    - New drainage details for control, treatment and valve structures for new outfall pipe through Lake Shore Park.
    - New erosion control location sheet for new outfall pipe through Lake Shore Park
  3. Address permitting agency comments and requirements.
  4. Provide Quarterly Progress reports to the Town for their use in reporting to DEP on the status of their grant.
- B. Create roadway plans for Foresteria Drive
1. New plans/profile sheets for widening on both sides of Foresteria Drive from US-1 to Lake Shore Drive to provide for angle parking on the north side of the road.
  2. New cross section sheets for cross sections every 50 ft.
  3. New drainage details.
  4. New erosion control location sheet.
  5. Address permitting agency comments and requirements.
- C. Quality Control
1. QA/QC involves an ongoing evaluation at every phase throughout the project of all design decisions, calculations, plan review comments, and deliverables to ensure compliance with the highest professional standards.
- D. Structural Engineering Sub-Consultant
1. Modification to seawall at outfalls on north and south side of Lake Shore Park.
- IV. Professional Surveying Services
- A. Route Survey for Foresteria Drive
1. Calvin, Giordano & Associates, Inc. (CGA) shall prepare a Route Survey in accordance with Rule 61G17-6 of the Florida Administrative Code (F.A.C.) of Foresteria Drive from the east right of way of Federal Highway (US 1) east to the centerline of Lake Shore Drive. Services include the location of all improvements including but not limited to walls, fences, sidewalks, driveways and utilities within and to extend twenty-five feet out side of the existing right-of-way of Foresteria Drive. Roadway sections shall be obtained along the baseline of survey at fifty-foot interval along the tangent portions of the said roadway. CGA shall as-built underground utilities that are accessible through manholes such as sanitary and storm sewer. As-built data shall include rim elevations pipe invert with size and type.
- B. Drainage Outfall Survey
1. CGA shall obtain locations and topographic elevations within a twenty-five foot wide strip along the north side of Lake Shore Park from the east right of way of Lake Shore Drive to the seawall at Lake Worth Lagoon.

COST OF THESE SERVICES (Lump Sum)		
<b>I</b>	<b>Professional Engineering Services</b>	
	A Professional Civil Engineering Services	\$15,500.00
	B Professional Electrical Engineering Services	\$1,545.00
<b>II</b>	<b>Professional Environmental Services</b>	\$26,650.00
<b>III</b>	<b>Professional Highway Design Services</b>	\$31,360.00
<b>IV</b>	<b>Professional Surveying Services</b>	\$6,630.00
<b>V</b>	<b>Meetings not included in I thru IV</b>	Hourly
<b>TOTAL (Plus Hourly Services)</b>		<b>\$81,685.00</b>

**AUTHORIZATION**

Kindly sign and return this authorization at your earliest convenience.  
**Calvin, Giordano & Associates, Inc.**  
will proceed upon receipt of authorization.

By: \_\_\_\_\_  
Ms. Maria Davis  
Town Manager

By:   
Mr. John P. Downes  
Executive Vice President

Date: \_\_\_\_\_

Date: 10/14/09

# TAB 5

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

Meeting Date: October 21, 2009

Agenda Item No. *Tab 5*

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

**SUBJECT:** Florida City Government Week

**RECOMMENDED MOTION/ACTION:** Approve Resolution

Approved by Town Manager *W. Davis* Date: *10/12/09*  
*Gr. Dowdy / Dir. Parks & Rec* *10-5-09*  
 Name/Title Date of Actual Submittal

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

**Summary Explanation/Background:** The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida each year by sponsoring the Florida City Government Week annually in October, and asks its member municipalities to support the recognition and to educate the general public of the value of municipal government with a Resolution.

**RESOLUTION No. 50-10-09**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 18–24, 2009, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, municipal government is the government closet to most citizens, and the one with the most direct daily impact upon its residents: and

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

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

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

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

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

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

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

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

**Section 2.** That the Town of Lake Park does encourage all citizens, municipal

government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

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

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

**Section 5.** This Resolution shall take effect upon adoption.

# TAB 6

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

Meeting Date: October 21, 2009

Agenda Item No. *Tab 6*

- |  |  |
|--|--|
| <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:** Changes to Fee Schedule

**RECOMMENDED MOTION/ACTION:** Approval

Approved by Town Manager *W. Davis* Date: *10/15/09*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct #	Attachments: <i>RESOLUTION fee schedule</i>
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>AB</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Developer <i>Ann</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 _____
<b>Advertised:</b> 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>Ann</i> or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** Amending fee schedule to add parking meter fees and expired meter fine amounts.

51-10-09

RESOLUTION NO.: \_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE SCHEDULE OF FEES FOR DEVELOPMENT ORDERS, PERMITS, REASONABLE ACCOMODATION REQUESTS AND OTHER APPLICATIONSWHICH REQUIRE ADMINISTRATIVE PROCESSING BY THE TOWN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Commission has previously adopted Resolution No. 20-05-09, pursuant to which the Town Commission established a Schedule of Fees that the Town charges for the review and processing of applications for development orders, permits, and other applications which require processing by the Town staff and Attorney and consultants ; and

**WHEREAS**, Town staff has recommended that the Schedule of Fees previously adopted in Resolution No. 20-05-09 be amended as set forth in **Exhibit "A"** attached hereto, and incorporated herein, be adopted to increase and add certain fees.

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

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

**Section 2.** The Town Commission hereby adopts the amended Schedule of Fees as contained in **Exhibit "A"** attached hereto and incorporated herein.

**Section 3.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

**Section 4.** This Resolution shall take effect immediately upon passage.

**EXHIBIT "A"**

<b>SECTION I</b>		
<b>DEVELOPMENT REVIEW PERMIT FEE SCHEDULE</b>		
No.	TYPE OF FEE	FEE
1	Abandonment of rights of way	\$1500.00
2	Abandonment of easements	\$1500.00
3	Appeal of Administrative Decisions	\$600.00
4	Comprehensive Plan amendment	\$1250.00
5	Comprehensive future land use map change	\$1250.00
6	Development of Regional Impact	\$3000.00
	c. Annual report review	\$500.00
7	Development Approval extension	\$1000.00
8	Developer Agreements	\$1500.00
9	Planned Unit Development	
	a. Master Plan approval	\$1750.00
	b. Modification to an approved Master Plan	\$750.00
10	Site Plan, nonresidential	
	a. 0 – 14999 square feet	\$1000.00
	c. Greater than 14999 square feet	\$1500.00
11	Site Plan residential	
	a. Base fee	\$750.00
	b. Additional fee, greater of 10.00 per dwelling unit or lot	\$10.00 per unit
12	Special Exception, nonresidential	
	a. 0—14999 square feet	\$750.00
	c. Greater than 14999 square fee	\$1250.00

13	Special Exception, residential	
	a. 0—14999 square feet	\$750.00
	c. Greater than 14999 square feet	\$1250.00
14	Variance, nonresidential	\$750.00
15	Variance, residential principal structure	\$550.00
16	Vegetation removal and land clearing permit	\$500.00
17	Zoning code text amendment	\$1250.00
18	Zoning map amendment	\$1250.00
19	Zoning determination letter	\$85.00
20	Zoning Confirmation Certificate	\$85.00
21	Home Occupation Zoning Confirmation Certificate	\$85.00
22	Special Event Permit (non-profit)	\$25.00
23	Special Event Permit (commercial entity)	\$75.00
24	Minor Replat	\$500.00
25	Tree Removal	\$50
26	Telecommunications Tower Pre-application Permit	\$250
27	Telecommunications Tower/Co-Location Application	\$1,500
28	Certificate of Appropriateness (Historic Preservation)	\$100
29	Site Plan or Development Approval Amendment	\$250
30	Abatement Request Application - Code	\$50
31	Time Extension Application - Code	\$50
32	Out of Town Business Registration Application	\$25
33	Name Change Administrative Fee	\$25

34	PADD Waiver	\$750
35	<u>Parking Meter fee per hour</u>	<u>\$1.00</u>
36	<u>Parking meter fee per quarter hour</u>	<u>\$.25</u>
37	<u>Expired meter illegal parking fine per ticket</u>	<u>\$20</u>
38	<u>Unauthorized parking in a handicapped space or zone</u>	<u>\$500</u>

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

(1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant to assist Town staff in the review and processing of applications for development orders, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.

(2) Attorney's fees incurred by the Town for the Town Attorney or other legal counsel retained by the Town's review and processing of an application for a development order, or a Request for a Reasonable Accomodation and the preparation of Development Orders and/or the review of legal documents associated therewith.

(3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.

(4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the Town Commission takes final action on the application, the Town shall refund any unused cost deposit funds to the applicant.

(5) The minimum cost deposit shall be \$800.00 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

# TAB 7

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

Meeting Date: October 21, 2009

Agenda Item No. Tab 7

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

**SUBJECT: Amendment to Community Development department positions.**

**RECOMMENDED MOTION/ACTION: Approve recommendation.**

Approved by Town Manager *W. Davis* Date: *10/16/09*  
*Ann M. Costello* *10/16/09*  
 Name/Title Finance Director Date of Actual Submittal

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

**Summary Explanation/Background:** A current Code Compliance Officer has requested to be laid off. This request has allowed the Manager to re-work parking meter and code enforcement. It is recommended that the Town Commission approve the elimination of one full time Code Compliance Officer and replace that position with part time hours for Parking Enforcement and Code Compliance positions. The elimination of the full time position will provide funds to sustain up to 46 hours per week of part time parking enforcement. These hours will be scheduled to cover evenings and weekends. Approval of this item will be very beneficial to the parking/code enforcement program in that part time positions will be much more flexible when it comes to scheduling hours and days worked.

# TAB 8

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

Meeting Date: October 21, 2009

Agenda Item No. Tab 8

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

**SUBJECT:** The purpose of this item is to revise the Town of Lake Park Uniform Classification System to add the position of Parking Enforcement/Code Compliance Officer.

**RECOMMENDED MOTION/ACTION:** Approval of Resolution

Approved by Town Manager *[Signature]* Date: 10/16/09

*[Signature]* 10/16/09  
Name/Title HR Director Date of Actual Submittal

<b>Originating Department:</b> Human Resources	Costs: \$ -0-  Funding Source:  Acct. #	<b>Attachments: Resolution and Copy of Job Description</b>
<b>Department Review:</b> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Fire Dept <input type="checkbox"/> Human Resources <input type="checkbox"/> Library <input type="checkbox"/> Marina <input type="checkbox"/> PBSO	<input type="checkbox"/> Public Works <input type="checkbox"/> Town Attorney <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> 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>BMT</u> :  Please initial one.

**Summary Explanation/Background:**

A current Code Compliance Officer has requested to be laid off. This results in a positive outcome because it allows the Community Development Department to eliminate the full time Code Compliance Officer position being vacated and to create part-time Parking Enforcement/Code Compliance Officer positions. Such action will provide a more cost effective and efficient manner in which to handle parking enforcement necessitated by the installation of parking meters. The purpose of this item is to revise the Town of Lake Park Uniform Classification System to add the position of Parking Enforcement/Code Compliance Officer. The pay range for this position will be \$10.00 to \$15.00 per hour. There will be no additional financial burden on the budget as a result of this action.

RESOLUTION No. 52-10-09

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN UNIFORM CLASSIFICATION SYSTEM TO ADD THE POSITION OF PARKING ENFORCEMENT/CODE COMPLIANCE OFFICER; PROVIDING FOR THE PUBLICATION OF AN UPDATED UNIFORM CLASSIFICATION SYSTEM; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

**Section 2.** The Uniform Classification System is revised to add the position of Parking Enforcement/Code Compliance Officer. A copy of the job description for this position is attached hereto as **Exhibit A**.

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

**PARKING ENFORCEMENT/CODE  
COMPLIANCE OFFICER**

**JOB CODE:** 321  
**PAY GRADE:**  
**DEPARTMENT:** COMMUNITY DEVELOPMENT DEPARTMENT

**CHARACTERISTICS OF THE CLASS:**

Under direct supervision of the Community Development Director, enforces Town parking control regulations, construction permitting regulations and commercial vehicle ordinances and regulations; interacts with the public in regard to enforcement issues and general information matters; maintains parking enforcement equipment, such as hand held computerized ticketing units and performs related duties as assigned. Performs other work as requested. This is a non-exempt position.

**EXAMPLES OF ESSENTIAL FUNCTIONS:**

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of anyone position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the Parking Enforcement/Code Compliance Officer position.

- Patrols parking areas within the Town to ensure compliance with Town parking rules and regulations.
- Interprets and enforces laws, codes and ordinances relating to parking and makes decisions concerning parking violations; issues standard citations for illegally parked vehicles.
- Interprets and enforces laws, codes and ordinances relating to construction permitting and signage display; issues citations for illegal construction and signage display.
- Explains proper parking procedures to individuals potentially in violation of Town parking regulations.
- Aids motorists in need of assistance.
- Prepares written reports as necessary.
- Performs other related duties as assigned by the Community Development Director.

**REQUIREMENTS:**

**A. Education and Experience:**

- High school diploma or equivalent. Must have a current and valid Florida Driver's License. Computer skills, including Excel and Word also required. Certification by the Florida Association of Code Enforcement, Inc. as a Code Enforcement Officer preferred but not required.

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

- Ability to become knowledgeable of Town Ordinances, procedures and practices pertaining to vehicles, parking and permit enforcement and to carry out assignments with increasing autonomy and accountability.
- Excellent interpersonal and customer service skills.
- Ability to exercise sound judgment within established guidelines and supervisory direction.
- Ability to analyze situations and determine appropriate courses of action.
- Ability to prepare clear and concise correspondence.
- Ability to establish and maintain effective working relationships with staff, public and other governmental agencies.
- Ability to communicate effectively both orally and in writing
- Ability to prepare and maintain clear, concise and accurate documentation and records.
- Ability to work a diverse work schedule.

**PHYSICAL REQUIREMENTS:**

Tasks involve frequent walking, standing, some lifting and carrying objects of moderate weight (12 to 20 pounds), and the operation of motor vehicles, computer keyboard or other office equipment, hand tools in which manipulative skills and hand-eye coordination are required.

**ENVIRONMENTAL REQUIREMENTS:**

Tasks may require frequent exposure to adverse environmental conditions, and require color, sound, odor and form perception and discrimination.

**BLOODBORNE PATHOGENS:**

Category III – Minimal to No Risk Exposure

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

# TAB 9

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

Meeting Date: October 21, 2009

Agenda Item No. *Tab 9*

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

**SUBJECT:** Approval of a lease agreement with Dunkin Donuts to lease a portion of Town land to Dunkin Donuts for additional parking spaces.

**RECOMMENDED MOTION/ACTION:** Approval

Approved by Town Manager *W. Davis*

Date: *10/15/09*

<b>Originating Department:</b> Community Development	Costs: \$ N/A  Funding Source:  Acct. #	Attachments: <b>Lease Agreement</b>
<b>Department Review:</b> <input type="checkbox"/> Town Attorney <i>ITB</i> <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>A. [Signature]</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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 10/15/2009 Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** This is a three year lease with Dunkin Donuts. They will be leasing approximately 2,250 square feet of town owned property adjacent to the Dunkin Donuts restaurant on Federal Highway for parking purposes. The parking area has been previously constructed. This lease replaces a previous lease of the same parcel with a former Dunkin Donuts franchisee. To avoid any future problems, this lease and any future leases will be with Dunkin Brands, the corporate owner of the franchise and not the individual franchisee as was the practice in the past.

## TOWN OF LAKE PARK

**THIS AGREEMENT** is hereby entered into this \_\_\_\_ day of October 2009, by the Town of Lake Park, Florida ("Town"), a municipal corporation organized and existing in accordance with the laws of the State of Florida, with offices located at 535 Park Avenue, Lake Park, Florida 33403 and DB Real Estate Assets I LLC, a Delaware limited liability company licensed to do business in the State of Florida and having a principal office address located at 130 Royall Street, Suite 100, Canton, Massachusetts 02021. ("Lessee").

**WHEREAS**, Lessee desires to enter upon and utilize certain Town-owned property for parking purposes for the benefit of a restaurant operated on an adjacent property, to provide more parking opportunities for the citizens in and around the corporate limits of the Town; and

**WHEREAS**, the Town has considered this use of its lands and believes such use to be in the best interests of the public health, safety and welfare, so long as certain conditions are met.

### WITNESSETH:

**WHEREAS** for the faithful and timely performance of and compliance with the terms and conditions stated herein, Town does hereby permit the Lessee to use and occupy for the purposes stated herein a certain portion of the Town-owned property consisting of a strip of land 15 feet by 150 feet, for a total of approximately 2,250± square feet (the "Property"), and which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof, subject to the following terms and conditions:

1. **COMMENCEMENT AND COMPENSATION:** This Agreement ("Agreement") shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2009, ("Effective Date") following approval by the Town Commission, and shall be valid for a term of three (3) years. This Agreement may be renegotiated and extended by the parties and memorialized by mutual written agreement of the parties hereto. Lessee shall pay the Town the sum of Five Hundred Dollars (\$500.00) per month, payable annually, in advance on the first day of the month beginning on the Effective Date noted above

("Commencement Date") pursuant to the terms as set forth herein below in Paragraphs 2 and 3 of this Agreement.

2. **EXTENT OF AGREEMENT:** This Agreement provides for the sole purpose of authorizing the use of ten (10) parking spaces by Lessee on the Property for parking of vehicles in connection with Lessee's use and operation of the Dunkin' Donuts restaurant which is located adjacent to the Property and to be used for additional parking.

3. **USE OF PROPERTY:** Lessee shall maintain the Property and the access from the existing parking lot for Dunkin' Donuts which is located at 301 Federal Highway. Lessee agrees that in the event that the Town determines it is necessary to maintain, repair, remove or replace any asphalt located within the Property, and the work requires temporary and restrictive use of the Property and/or the removal and replacement of asphalt in or upon the Property, the removal and replacement may be done by the Town and/or its agents at the sole cost and expense of the Lessee. If Lessee fails to reimburse the Town for all costs associated with the improvement of the Property and the parking areas as described above, after the Town has provided an invoice for payment to the Lessee which remains unpaid for thirty (30) days or more from the date of receipt of the invoice from the Town, the Town may terminate this Agreement following the notice requirements hereunder. If Lessee's use of the Property is interrupted or discontinued by the Town for reasons stated herein, the rental payments to be made by the Lessee to the Town shall be adjusted to reflect the number of days the Property was unavailable for use by the Lessee.

4. **INDEMNITY:** Lessee hereby covenants and agrees to investigate all claims of every nature arising out of this Agreement at its own expense and, to indemnify, protect, defend, save and hold harmless the Town, its officers, agents and employees, from any and all damages, claims, demands, lawsuits, causes of actions of liability, cost and expense, including reasonable attorneys' fees, arising out of the Lessee's use of the Property pursuant to this Agreement, at both the trial and all appellate levels, and in mediation, arbitration, or in any other administrative proceeding. Notwithstanding the foregoing, Lessee shall not be responsible to indemnify, protect, defend or save harmless the Town if any such damages, claims, demands, lawsuits,

causes of actions of liability, cost and expense, including reasonable attorneys' fees are the result of the negligence or willful misconduct of the Town, its officers, agents or employees.

5. **HOLD HARMLESS**: To the fullest extent permitted by Laws and Regulations, Lessee shall indemnify and hold harmless the Town, its elected and appointed officials, and its consultants, agent, independent contractors and employees, from and against, all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of construction, operation, use, maintenance or repair by the Lessee provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful or negligent act or omission of Lessee, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. The Town reserves the right to select its own counsel to conduct any defense in any such proceedings and all reasonable costs and fees associated therewith shall be the responsibility of Lessee under the indemnification agreement set forth herein.

In any and all claims against the Town, or any of its consultants, agents, independent contractors, or employees, by any employee of Lessee, any subcontractor, any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Lessee or any such subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that this Agreement is hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

6. **ASSIGNMENT AND SUBLETTING:** This Agreement shall not be assigned or sublet in whole or in part except with the prior written consent of the Town, provided, however, that the Lessee may sublease or assign this Agreement to the approved Dunkin' Donuts franchisee who operates and maintains the Dunkin' Donuts restaurant on the adjacent property. If the Lessee so assigns this Agreement, the Lessee shall not be relieved of liability hereunder.

7. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Lessee shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the Property.

8. **BREACH OF COVENANTS, TERMS OR CONDITIONS:** Except as provided for in Paragraphs 1, 3 and 10, should Lessee or Town breach any of the covenants, terms or conditions of this Agreement, the applicable party shall give written notice at the address provided in Section 10 below to remedy such breach within ten (10) days of such notice. In the event that either party fails to remedy the breach to the satisfaction of the other party within ten (10) days of the receipt of the written notice, the other party may terminate this Agreement immediately, provided, however, that if the breaching party commences such cure within such ten (10) day period and is diligently pursuing the cure to completion, the non-breaching party shall not be entitled to terminate this Agreement as provided above.

9. **INSURANCE REQUIREMENTS:** During the term of this Agreement, Lessee shall procure and maintain commercial general liability property damage policies of insurance in amounts not less than one million dollars (\$1,000,000.00) general aggregate, personal injury, death and property damage on the lands covered by this Agreement. The Town shall be named as an "additional named insured" on all policies to this Agreement.

All policies of insurance shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the Town by certified mail.

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+. 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.

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 insured shall not apply to Town. Lessee shall not commence use of the Property until it has obtained all of the minimum insurance required herein. Violation of the terms of this Paragraph and its sub-parts shall constitute a material breach of the Agreement by Lessee and the Town, at its sole discretion, may cancel the Agreement if the Lessee fails to provide the Town with evidence that such insurance is in place within ten (10) days or written notice to Lessee from the Town, and all rights, title and interest of Lessee shall thereupon cease and terminate.

10. **TAXES:** In the event ad valorem or other taxes are levied against the Property, the LESSEE shall be responsible for same during the term. Failure to pay such taxes after applicable notice and cure periods have expired shall be a default of the lease which shall entitle the Town to immediate possession of the Property.

11. **TERMINATION:** This Agreement may be terminated as set forth in Section 8 above, and additionally shall automatically terminate upon nonpayment (within ten (10) days after receipt of written notice detailing such breach) by Lessee or if the adjacent property is no longer used as a Dunkin' Donuts restaurant. Upon termination of this Agreement by the Town and within fifteen (15) days prior to the termination of this Agreement, a contract for the removal of any asphalt placed upon the Property, shall be executed by the Lessee at Lessee's sole expense, and the work shall be accomplished within a commercially reasonable time frame, failing which, the Town may cause the work to be completed and charge the Lessee the full amount of all fees and costs associated therewith, including loss of use expenses and costs and reasonable attorneys fees and other costs.

12. **NOTICE**: All notices given under this Agreement shall be in writing and shall be served by certified mail, including, but not limited to, notice of any violations served to the last address of the party to whom the notice is to be given as designated by such party in writing. Lessee and Town hereby designate their addresses as follows:

<b>TOWN</b>	<b>LESSEE</b>
Town of Lake Park Attn: Town Manager 535 Park Avenue Lake Park, Florida 33403	DB Real Estate Assets I LLC, PO Box 9141, 130 Royall Street Canton, MA 02021

13. **PARTIAL INVALIDITY-SEVERABILITY**: If any term, covenant, condition or provision of this Agreement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. **NO WAIVER OF BREACH**: The failure of Town to insist on any one or more instances or upon the strict performance of any of the covenants, terms and conditions of this Agreement, shall not be construed as a waiver of such covenants, terms and conditions, and the same shall continue in full force and effect. No waiver of the Town of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing and signed by an authorized agent of the Town.

15. **COMPLIANCE WITH LAWS**: Lessee shall comply with all applicable permits, regulations, ordinances, rules and laws of the State of Florida, the United States, the Town, or any political subdivision or agency which has legitimate jurisdiction authority regarding the Property.

16. **GOVERNING LAW**: This Agreement shall be governed by and interpreted according to the laws of the State of Florida; venue for the enforcement of this Agreement shall be Palm Beach County, Florida, where the Property is located.

17. **DUPLICATE ORIGINALS**: This Agreement is executed in duplicate originals, each of which shall be considered an original for all purposes.

18. **ENTIRE UNDERSTANDING:** This Agreement sets forth the entire understanding between the parties and shall only be amended with the prior written consent of both parties.

19. **ATTORNEY'S FEES** 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.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed on the day and year first above written.

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
**Desca Dubois, Mayor**

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird  
Town Attorney

THE STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Use and Indemnity Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, Desca Dubois, who is personally known to me or has produced a Florida Driver's License as identification and who did/did not take an oath.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

**DB REAL ESTATE ASSETS I LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ as, who is personally known to me and who did/did not take an oath.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, State of Massachusetts

# TAB 10

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

Meeting Date: October 21, 2009

Agenda Item No. *Tab 10*

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

**SUBJECT: FRANCHISE AGREEMENT WITH FLORIDA PUBLIC UTILITIES**

**RECOMMENDED MOTION/ACTION: ADOPT ORDINANCE ON SECOND READING.**

Approved by Town Manager *W. Davis* Date: *10/15/09*  
*Carmen M. Costello* *10/14/09*  
 Name/Title Finance Director Date of Actual Submittal

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

**Summary Explanation/Background:** The franchise agreement between the Town and Florida Public Utilities (FPU) has expired and needs to be renewed. Under the terms of the former franchise FPU collected five percent (5.0%) of revenue derived from sales to residential customers and remitted those sums to the Town. FPU is offering to increase the franchise rate to six and one-half percent (6.5%) of revenue derived from sales to residential **and** general service customers if the Town enters into this agreement by November 1, 2009. The term of this agreement will be for thirty (30) years. Additionally by adopting this ordinance the Town and FPU are entering into a "Most Favored Nations" agreement. What this means is that in the event that either the Town or FPU enters into a gas franchise agreement with any other entity with more favorable terms to either party, this franchise agreement will be amended to provide for a like franchise fee.

**ORDINANCE NO. 14-2009**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING AND RENEWING A GAS FRANCHISE WITHIN THE TOWN OF LAKE PARK FOR THE FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS; PROVIDING FOR THE IMPOSITION OF PROVISIONS AND CONDITIONS RELATING TO THE FRANCHISE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, pursuant to Florida Constitution and Chapter 166, Florida Statutes, the Town Commission has the home rule authority to grant franchises for utilities and service providers within the Town; and

**WHEREAS**, the Town Commission has previously entered into a gas franchise with Florida Public Utilities to operate a gas franchise within the Town; and

**WHEREAS**, the gas franchise with Florida Public Utilities has expired and the Town Commission finds that it is in the public interest to renew the gas franchise grant to Florida Public Utilities Company with new conditions and provisions which will be of greater benefit to the Town and its citizens.

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

**SECTION 1:** The Town of Lake Park, a municipal corporation of the State of Florida (hereinafter "TOWN"), hereby grants to FLORIDA PUBLIC UTILITIES COMPANY, a corporation of the State of Florida (hereinafter "COMPANY"), its successors and assigns, for the term of 30 years, beginning the first day of the first full calendar

month following the date of filing by the COMPANY of its acceptance of this franchise grant, the right, privilege and authority or franchise to construct or otherwise acquire and to own, maintain, equip and operate plants and works, and all necessary or desirable appurtenances thereto, for the manufacture, purchase, transmission and distribution of artificial, natural and/or mixed gas (hereinafter referred to generally as "gas"), including the right without the payment by the COMPANY of any special tax, assessment or charges therefore to construct, lay, extend, maintain, renew, remove, replace, repair, use and operate gas pipes and gas mains, and all appurtenances and appendages thereto, in, under, on or across the present and future public streets, avenues, alleys, highways, bridges, easements and other public places within the present or any future corporate limits of the TOWN or its successors, for the purpose of distributing, supplying and selling gas to Town or its successors, and to persons and corporations inhabitants thereof, as well as to persons or corporations beyond the present or future corporate limits of the Town. Provided, however, that the COMPANY shall comply with all applicable requirements of the TOWN'S Code of Ordinances including the Building and Zoning Codes (which are not in conflict with the Florida Administrative Code and/or the Code of Federal Regulations requirements) with the exception of the TOWN'S field inspection requirements. Nor shall the COMPANY, its agents or contractors be relieved from the payment of any permits, fees, licenses or ad valorem taxes ordinarily imposed by the TOWN on similar business activities.

**SECTION 2:** The COMPANY'S facilities shall be so located or relocated and so erected as to

interfere as little as possible with traffic over said streets, avenues, alleys, highways, bridges, easements and other public places, and with reasonable egress from and ingress to abutting property. The location or relocation of all facilities shall be made only after notification to the Town, and if desired by the Town, under the supervision and with the approval and such conditions as the TOWN may design, provided any conditions imposed do not unreasonably interfere with the proper operation of the COMPANY's facilities and service. When any portion of the TOWN's property is excavated or disturbed by the COMPANY in the location or relocation of any of its facilities, the portion of the TOWN's property or those properties owned by others which have been excavated or disturbed shall, as soon as reasonably practicable after such excavation, or disturbance be restored by the COMPANY at its sole expense and in at least the same condition as it was at the time of such excavation or disturbance. In addition, such work shall be done only in the manner and pursuant to the regulations established by the TOWN. Upon failure of the COMPANY to restore any disturbed or excavated property in a time the Town deems to be as soon as reasonably practicable, the Town shall give the Company 20 days written notice of Town's intention to repair any property excavated or disturbed. Upon the expiration of the 20 day notice to the COMPANY, the TOWN may repair such portion of the TOWN'S property that may have been excavated or disturbed by the COMPANY, and the cost of same as well as the Town's expenses shall be paid by the COMPANY. Nothing in this section shall be construed to make the TOWN liable to the COMPANY for any

cost or expense in connection with the construction, reconstruction or relocation of the COMPANY'S facilities in streets, avenues, alleys, highways, bridges, easements, and other public places of the TOWN made necessary by widening, paving, or otherwise improving such streets, avenues, alleys, highways, bridges, easements, and other public places, except that the COMPANY shall be entitled to seek reimbursement of such costs and expenses from funds available from sources other than the TOWN as may be provided by law.

**SECTION 3:** At all times during the term of this franchise the COMPANY shall promptly and without discrimination furnish an adequate supply of gas of standard quality and pressure to the TOWN and its successors, and to persons, corporations and inhabitants thereof who request the same and agree to abide by the COMPANY'S reasonable rules and regulations, and shall acquire, construct, maintain, equip and operate all necessary facilities for the manufacture, purchase, transmission, supply and distribution of gas for the benefit and convenience of the TOWN and its inhabitants. In any case where there is interruption or impairment of service, or failure to supply gas or pressure, the COMPANY shall promptly remedy such condition; provided that any interruption or impairment of service resulting from a strike, accident, an act of God, or other cause beyond the control of the COMPANY shall, if remedied within a reasonable time period agreed to by the parties hereto, shall not constitute grounds for revoking and canceling any rights hereunder.

**SECTION 4:** The COMPANY shall have the right to adopt and enforce rules and regulations with respect to the extension, initiation and rendering of gas service, including rules

providing for the discontinuance of service to any customer for nonpayment of bills when due, or for failure to comply with the COMPANY'S other rules and regulations. All rates for gas and rules and regulations established by the COMPANY from time to time shall be subject to the approval of the Florida Public Service Commission.

**SECTION 5:** The TOWN, and its officers, employees and agents shall not be liable or responsible for any accident or damage that may occur in the construction, operation, conduct or maintenance by the COMPANY of its facilities or services hereunder, and the adoption of this ordinance granting a gas franchise shall be deemed an agreement on the part of the COMPANY to protect, defend and indemnify the TOWN, and its officers, employees and agents and hold it harmless against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, of whatsoever kind or nature arising out of the negligence, default, misconduct or otherwise of the COMPANY in the construction, operation, conduct or maintenance of its facilities or services hereunder, excepting only the negligence of the TOWN.

**SECTION 6:** The COMPANY shall carry in full force and effect during the entire term of this franchise, and any extension period thereof, the following insurance coverages and amounts thereof: (a) Comprehensive General Liability Insurance, including bodily injury liability, property damage liability and product liability insurance, with a minimum combined single limit of \$1,000,000, and (b) Workers Compensation Insurance and Comprehensive Automobile Liability Insurance as required under the

Florida Statutes for the benefit of the employees of the COMPANY.

**SECTION 7:** Within 30 days after the first anniversary date of the adoption of this ordinance and within 30 days after each succeeding anniversary date during the existence of this franchise, the COMPANY, its successors and assigns, shall pay or have paid to the TOWN or its successors a privilege tax equal to the amount by which six and one half percent (6.5%) of its gross revenues (gross revenues being the amount billed less charge-off for uncollectible accounts and adjustments) from the sale of gas to residential and general service customers within the corporate limits of the TOWN for the 12 calendar months preceding the applicable anniversary date, shall exceed the amount of any other taxes, licenses or other impositions levied or imposed by the TOWN against the COMPANY'S property, business or operations for the tax year preceding the beginning of the applicable privilege tax year, but not including any public service tax levied on the purchase of metered or bottled gas pursuant to F. S. § 166.231.

Payment shall be made quarterly on or before the final day of each three calendar month period based on one-fourth of the total payments made in the preceding privilege tax year, except for the first privilege tax year where each quarterly payment shall equal 1.625% of gross revenues from the sale of gas to residential and general service customers for the 12 calendar months preceding the effective date of this Ordinance. At the close of each fiscal tax year, an accounting shall be made to determine whether the COMPANY owes additional monies, which shall be paid not less than 30 days after the close of said fiscal tax year, or whether the

COMPANY is owed a refund, which shall be collected by offsetting the total amount of the refund from the next succeeding quarterly payment made to the TOWN.

**SECTION 8:** As a condition precedent to the taking effect of this grant, the TOWN hereby reserves and the COMPANY hereby gives and grants to the TOWN, the right at and after the expiration of this grant to purchase the property of the COMPANY used under this franchise grant at a valuation to be determined by negotiation between the parties.

**SECTION 9:** In consideration of the COMPANY'S undertakings hereunder as evidenced by its acceptance hereof, the TOWN agrees not to engage in the business of distributing and selling gas during the life of this franchise or any extension thereof in competition with the COMPANY, its successors and assigns.

**SECTION 10:** Failure on the part of the COMPANY to comply in any substantial respect with any of the provisions, covenants, terms or conditions of this ordinance, shall be grounds for a forfeiture of this grant, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the COMPANY until a court of competent jurisdiction (with right of appeal in either party) shall have found that the COMPANY has failed to comply in a substantial respect with any of the provisions of this franchise, and the COMPANY shall have six months after the final determination of the question, to make good the default before a forfeiture shall result with the right in the TOWN at its discretion to grant such additional time to the COMPANY for compliance as necessities in the case require.

**SECTION 11:** Upon the adoption of this Ordinance, the COMPANY by its acceptance hereof, which shall be filed with the Town Clerk within thirty (30) days after the final passage of this ordinance, agrees to observe, perform and keep all of the agreements, covenants, terms and conditions hereof to be observed, performed and kept by the COMPANY.

**SECTION 12:** All of the terms, covenants and conditions hereof shall inure to and be binding upon the respective successors and assigns of the TOWN and the COMPANY.

**SECTION 13:** No assignment or transfer of the franchise rights granted by this Ordinance, shall be effective unless the COMPANY shall have notified the TOWN in writing 60 days prior to the proposed date of any assignment or transfer, and unless, the TOWN shall have adopted an ordinance approving the terms of the franchise proposed to be assigned. Such approval and consent shall not be unreasonably withheld by the TOWN. The assignment or transfer of the franchise rights shall be subject to any additional term, provisions and conditions, as agreed to between the TOWN and the party to whom the COMPANY proposes to assign or transfer the franchise, and as set forth in the ordinance approving the assignment or transfer.

**SECTION 14:** In the event of a final adjudication of bankruptcy of the COMPANY, the TOWN shall have full power and authority to terminate, revoke, and cancel any and all rights granted under the provisions of this ordinance.

**SECTION 15:** Minor changes to the non-material terms and conditions hereof may be made by written agreement between the TOWN and the COMPANY, provided, however, that this section shall not be construed as conferring authority to make changes in or

modification of the provisions of this ordinance which would be repugnant to or inconsistent with the basic grant, factors or principles underlying the terms and conditions hereof.

**SECTION 16:** The accounts and records of the COMPANY pertaining to gas service rendered under this franchise shall be maintained within the State of Florida, and the TOWN may, at its option, upon reasonable notice to the COMPANY, at any time during the 90 days after the close of each privilege tax year of this grant, or at such other times as mutually agreed to between the parties, audit and/or examine the accounts and records of the COMPANY relating to the calculation of the franchise payment to the TOWN. Such examination of accounts and records of the COMPANY by the TOWN shall be made during the regular business hours of the COMPANY at the General Office of the COMPANY. The COMPANY shall maintain its records in sufficient detail that revenues within the corporate limits of the TOWN are readily discernible from other revenues for auditing purposes. All examinations shall be at the sole expense of the TOWN. However, if the TOWN conducts an audit of the COMPANY'S books and records, and substantial discrepancies are discovered which result in sums which should have been paid to the TOWN, then the cost of such audit shall be paid by the COMPANY.

**SECTION 17: Repeal of Laws in Conflict.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 18: Severability.**

Should any section or provision of this ordinance or any portion thereof, any

paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

**SECTION 19: Effective Date.**

This ordinance shall take effect upon the first day of the first full calendar month following the date upon which the COMPANY files its acceptance.

## AGREEMENT

COMES NOW, **FLORIDA PUBLIC UTILITIES COMPANY**, a public utility organization organized and existing under the laws of the State of Florida, hereinafter the Company ("Company"), and the **TOWN OF LAKE PARK** ("Town"), a municipal corporation organized and existing under the laws of the State of Florida and agree:

1. That the Town has adopted an ordinance granting a franchise to the Company to construct or otherwise acquire and to own, maintain, equip and operate plants and works, and all necessary or desirable appurtenances thereof, for the manufacture, purchase, transmission and distribution of artificial, natural and/or mixed gas (hereinafter referred to generally as "gas"), including the right without payment by the Company of any special tax, assessment or charge. The franchise authorizes the Company to construct, lay, extend, maintain, renew, remove, replace, repair, use and operate gas pipes and gas mains, and all appurtenances and appendages thereto, in, under, or across the present and future public streets, avenues, alleys, highways, bridges, easements and other public places within the present or any future corporate limits of Town or its successors, for the purpose of distributing, supplying and selling gas to Town or its successors, and to persons and corporations inhabitants thereof.

2. That contemporaneously with the adoption of the franchise by the Town and the acceptance of that franchise by the Company, the Town and the Company have entered into this separate agreement that during the term of the franchise, and any renewal or extension thereof, when and if the Company negotiates a gas franchise after the effective date of the acceptance of the franchise, which increases the percentage of the franchise fee payable above the 6.5% provided by the ordinance, the Town shall have the right to amend the franchise ordinance during the 30 year term to provide for the application of such increase percentage to collections made for the sale of gas within the Town and the Company hereby irrevocably consents to any such amendments adopted pursuant hereto.

Annually, as of January 1 of each year, the Company will furnish the Town a list of all of its gas franchises including the name and address of the franchisor, the date of the franchise, the percentage of the franchise fee, and the length of the term of the franchise, including both those negotiated after the date of acceptance of the franchise, which are covered by this Agreement, and those which are excluded. Should any of the franchises covered by this Agreement provide a franchise fee above the 6.5% provided by the amended ordinance, the Town, may in its sole discretion, elect to amend the existing franchise ordinance to provide for a like franchise fee upon giving the Company at least 30 days advance written notice prior to the effective date in order to give the Company sufficient time to implement the increased franchise fee.

3. Further provided the increase referred to above shall be implemented at the beginning of the franchise year, which shall be the anniversary of the effective date of the franchise referred to above in each succeeding year.

4. Further provided that the amendment shall apply only to a change in the applicable franchise fee percentage and not to any change in class of service to which it applies and (b) apply only to gas franchises negotiated by the Company after the date set forth above and not to gas franchises acquired by the Company through acquisition, purchase or merger.

5. If, during the term of the referenced franchise Town, by franchise agreement or ordinance, allows other gas providers, gas consumers or gas transporters ("Alternative Gas Providers") a gas franchise to construct, maintain, operate or use gas facilities in, under, upon, over or across the present or future streets, alleys, bridges, easements or other public rights of way of the Town, for the purpose of supplying or delivering Natural Gas to customers located within the corporate limits of the Town or receiving such gas from a person other than the Company within such corporate limits, and imposes a franchise fee on such Alternate Gas Provider for any customer or class of customers that is less than that imposed with respect to the same Customer or class of Customers under this Franchise Agreement, the franchise compensation rate and/or base to which such rate is applied with respect to the same class of customers of the Company shall be reduced under this Franchise Agreement so that the franchise compensation

paid hereunder for such Customer class is no greater than the franchise compensation payable by such Alternate Gas Provider under the franchise agreement or ordinance applicable to it, when compared on a dollars-per-therm basis. In the event that the Town determines not to impose any franchise compensation by agreement, ordinance or otherwise on any such Alternate Gas Provider, the Company's obligation to pay a franchise fee under the franchise ordinance with respect to revenues derived from the provision of service by the Company to the comparable class of customers served by such Alternate Gas Provider thereafter shall be extinguished.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FLORIDA PUBLIC UTILITIES COMPANY

TOWN OF LAKE PARK, FLORIDA

\_\_\_\_\_  
By: C. L. Stein, Sr. Vice President & C.O.O.

\_\_\_\_\_  
By: Mayor Desca DuBois

Witness:

Attest:

\_\_\_\_\_  
M.L. Schneidermann, Director of Corp Service

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Thomas J. Baird, Town Attorney

# TAB 11

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

Meeting Date: **October 21, 2009**

Agenda Item No. *Tab 11*

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION            |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <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:** Authorize Attorney to Executive a Stipulation Agreement Pertaining to the United States of America vs the Town of Lake Park

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *M. Davis* Date: *10/16/09*

Name/Title \_\_\_\_\_ Date of Actual Submittal \_\_\_\_\_

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Attorney</b></p>	Costs: \$ _____  Funding Source: _____  Acct. # _____	<b>Attachments:</b>  _____ _____ _____
<b>Department Review:</b> <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"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>n/a</u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

# TAB 12

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

Meeting Date: **October 21, 2009**

Agenda Item No. *Tab 12*

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

**SUBJECT:** Florida Power & Light Street Lighting Agreement to Install and Maintain Four Street Lights on Bayberry Drive.

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. Davis* Date: *10/14/09*

Richard Pittman/CRA Project Manager  
Name/Title

October 14, 2009  
Date of Actual Submittal

<b>Originating Department:</b> Public Works	Costs: \$ 76.28/month Funding Source: Street & Road Fund Acct. # 190-43000	<b>Attachments:</b> FPL Agreement Pole Location Drawing
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>WDP</i></u> : Please initial one.

**Summary Explanation/Background:** This fiscal year budget includes funds to provide additional street lighting in the Town. Bayberry Drive has been selected to be the first street to receive additional lighting. FPL is the most expedient source to provide street lights.

The Town Commission recently requested a presentation of street lighting options. Subsequent research into the options available indicates that options outside of FPL are somewhat limited and will take time to implement. The Town has retained a street lighting consultant to research lease purchase opportunities and LED lighting options. The consultant's presentation will be scheduled for a Commission agenda in November. The Commission may want to defer a decision on this item until after the November street lighting presentation.

The subject street lighting agreement provides for FPL to provide, install and maintain four (4) 200 watt high pressure sodium cobra head street lights. Each street light will be attached to a wood pole and energized by overhead wiring. These proposed street lights are typical of the existing street lighting found at intersections in the Town's residential neighborhoods.

The four street lights will be installed on the north side of Bayberry Drive between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street. There is no initial cost to the Town for FPL to provide these lights. The Town is currently billed on average \$6,500/month for street lighting. The monthly invoice for the addition of these four street lights will increase by approximately \$ 76.28. The breakdown of costs as approved by the Florida Public Service Commission is as follows:

200 Watt HPS fixture	\$ 5.82/mo.	
FPL Maintenance	\$ 1.85/mo.	
Energy (Varies)	\$ 1.84/mo	
Wood Pole	\$ 2.62/mo.	
SUB TOTAL		\$12.13/mo.
Approximate Misc. Charges:		
Energy Conservation Cost Recovery	\$ .09/mo.	
Capacity Payment Recovery Charge	\$ .12/mo.	
Environmental Cost Recovery Charge	\$ .03/mo.	
Storm Charge	\$ .27/mo.	
Fuel Charge	\$ 5.07/mo.	
SUB TOTAL		\$ 5.58/mo.
Gross Receipts Tax	\$ .22/mo.	
Franchise Charge*****	\$ 1.14/mo	
<b>TOTAL COST PER STREET LIGHT PER MONTH</b>		<b>\$ 19.07</b>

\*\*\*\*\* Returned to Town



FPL Account Number: 14272-24439  
 FPL Work Order Number: 3576490

**STREET LIGHTING AGREEMENT**

In accordance with the following terms and conditions, TOWN OF LAKE PARK (hereinafter called the Customer), requests on this 10th day of September, 2009, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) INSTALL 4 - 200W STREET LIGHTS ON WOOD POLES ,BAYBERRY DR from 3<sup>RD</sup> ST. To 2<sup>ND</sup> ST., located in LAKE PARK, Florida.  
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed
22000	SCH	4

<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Removed

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# installed	Pole Type	# Removed
WOOD	4		

<u>Conductors Installed</u>		<u>Conductors Removed</u>	
Feet not Under Paving	Feet Under Paving	Feet not Under Paving	Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully): NONE

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

- To pay a contribution in the amount of \$00.00 prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

- a. the addition of street lighting facilities;
- b. the removal of street lighting facilities; and
- c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- 8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- 9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
- 12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 15. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 16. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

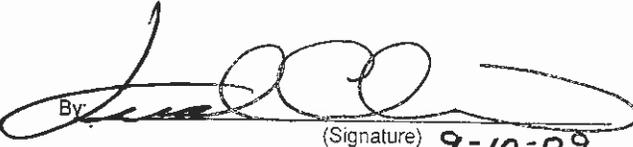
IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

TOWN OF LAKE PARK  
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: \_\_\_\_\_  
Signature (Authorized Representative)

By:   
(Signature) 9-10-09

\_\_\_\_\_  
(Print or type name)

LEONARD CHIOCCA  
(Print or type name)

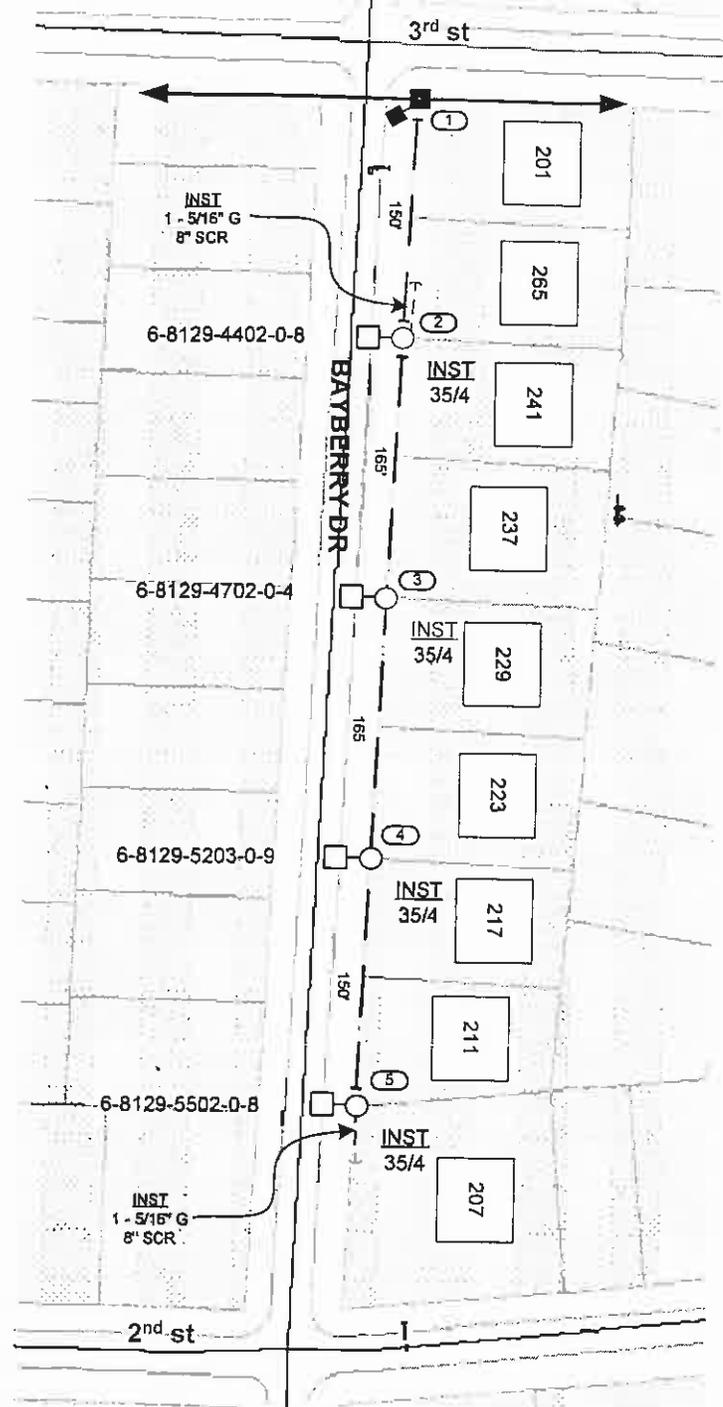
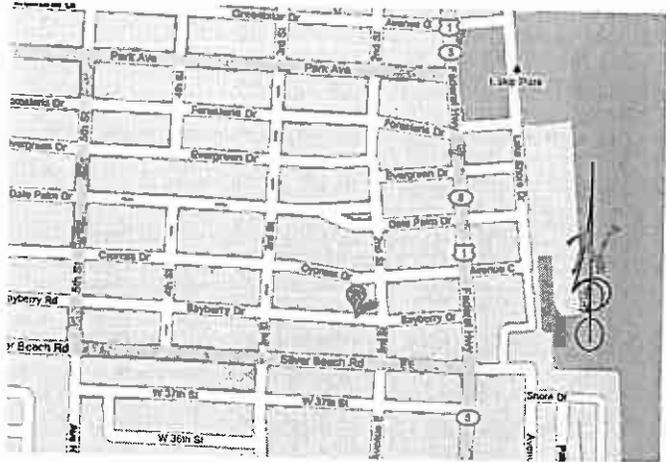
Title: \_\_\_\_\_

Title: Construction Services Representative

INACCESSIBLE  13 KV  FUTURE 23 KV  23 KV  SALT SPRAY



**LOCATION SKETCH**



LOC 2: Feet of ground rod installed \_\_\_\_\_  
 Ground resistance (ohms) \_\_\_\_\_  
 LOC 3: Feet of ground rod installed \_\_\_\_\_  
 Ground resistance (ohms) \_\_\_\_\_  
 LOC 4: Feet of ground rod installed \_\_\_\_\_  
 Ground resistance (ohms) \_\_\_\_\_  
 LOC 5: Feet of ground rod installed \_\_\_\_\_  
 Ground resistance (ohms) \_\_\_\_\_

**CONSTRUCTION NOTES**

LOC 2-5: INST 35/4 SL POLES W/ 200W  
 CBR HEAD LIGHTS ON 6' BKTS  
 #6DPX @ FULL TENSION  
 DRIVE GROUNDS @ LOC 2-5

<b>AS-BUILT CREW PRINT</b>		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		<b>AS-BUILT COPY</b>	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/Slake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>FPL</b>				
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/Slake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mt? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
Trees Access? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Tree Slaking Req'd? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<b>Inst 4 - 200W CBR Head SL's</b>				
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA		
	WMD	RR Xing	DR. Dist.	Transm.			
Requested Tel Co Sel Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tele. Attachment Per _____		Job Owner: LEONARD CHIOCCA		Phone: 561-575-6347		
Requested Tel Co Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telephone Co. Job No. _____		Designed by: JOSEPH NICHOLS		Date: 09/10/09		
Request CATV Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			Drawn by: JBN		Check by: _____ Dwg No. 1 OF 1		
POLE LINE FEET	DUCT BANK FT. 0'		Rural Location Sec. 21		TWP. 42 S.R. 43 E.		
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'		SCALE: N.T.S		St. Lt MAP No. _____ Pri Map No. O-0454		
TLM/LDS MODEL No. -	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____		WR 3576490		IWR 8166-38-454 M/A WB		