



AGENDA

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

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

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

A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

1. Distinguished Service Award in Honor of Public Works Department Employee
Eddie Lee Cowart Upon his Retirement from the Town of Lake Park

Tab 1

D. **PUBLIC COMMENT:**

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

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

2. Regular Commission Meeting Minutes of October 16, 2013

Tab 2

**F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:
None**

**G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:
None**

H. NEW BUSINESS:

3. Resolution No. 42-11-13 to Ratify the Tentative Agreement Reached between the Town of Lake Park and the Federation of Public Employees for Fiscal Year 2013-2014 Tab 3

4. Acceptance of the Grant Agreement with the Florida Inland Navigation District for the Lake Park Harbor Marina Breakwater Project – Phase II

Tab 4

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, November 20, 2013

**SPECIAL
PRESENTATION/
REPORT**

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2013

Agenda Item No. *Tab 1*

Agenda Title: Distinguished Service Award in Honor of Public Works Department Employee Eddie Lee Cowart upon His Retirement from the Town of Lake Park

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

Approved by Town Manager *[Signature]* Date: *10/25/13*

Bonnie McKibbin-Sumner
Name/Title *HUMAN RESOURCES DIRECTOR*

Originating Department: Human Resources	Costs: \$ <i>289.00</i> Funding Source: Acct. # <i>404-47000</i> <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	Attachments: Language from Plaque
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>BMT</i></u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Public Works Department employee Eddie Lee Cowart has been employed by the Town of Lake Park for more than 40 years. Throughout his employment, Mr. Cowart has served in the Public Works Department in several capacities – i.e., Sanitation Worker, Public Works Employee I, Public Works Employee II, Equipment Operator II, and currently as the Foreman in the Residential Sanitation Division. In such capacities, he has inspired his colleagues and other Town employees through his dedication to service and by constantly demonstrating the importance of strong and effective leadership. He has announced his retirement effective October 31, 2013.

The purpose of this agenda item is to honor Mr. Cowart for his outstanding public service to the Town of Lake Park and to this community, and to extend to him best wishes upon his retirement.

Recommended Motion: No motion necessary.

DISTINGUISHED SERVICE AWARD

to

Eddie Lee Cowart

In Recognition and Appreciation

for

***His Outstanding Public Service and Contributions
to This Community***

as an

***Employee of the
Town of Lake Park***

from

October 1, 1971 to October 31, 2013



***Presented by the Mayor and Town Commission
of the Town of Lake Park, Florida
this 6th Day of November, 2013***

Consent Agenda

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2013

Agenda Item No. *Tab 2*

Agenda Title: Regular Commission Meeting Minutes of October 16, 2013

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

Approved by Town Manager *DSS* **Date:** *10/21/13*

Shari Canada, CMC, Deputy Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Minutes Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D" Exhibit "E"
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>SC</i> Please initial one.

Summary Explanation/Background:

Recommended Motion: To approve the Regular Commission meeting minutes of October 16, 2013.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 16, 2013, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
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- A. CALL TO ORDER/ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. SPECIAL PRESENTATIONS/REPORTS
None
- D. PUBLIC COMMENT:
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Final Public Hearing on the Budget Minutes of September 25, 2013 Tab 1
2. Regular Commission Meeting Minutes of October 2, 2013 Tab 2
3. Revised Letter of Support for the Palm Beach County Criminal Justice Commission Fiscal Year 2014 Revised Allocation of Justice Assistance Grant Funds in the Amount of \$362,544 Tab 3
4. Resolution No. 38-10-13 Authorizing and Directing the Mayor to Execute an Agreement for a One Year Term with Hy-Byrd Inc., to Continue to Provide the Town Building Inspection, Permitting and Other Building Official Services Tab 4
5. Authorize the Town Manager to Execute a Letter of Engagement with Nowlen, Holt & Miner, P.A. Tab 5

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:
None

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

6. Ordinance 15-2013 Staff Initiated request to Extend the Legal Non-Conforming Signage Expiration Date for Signs that Do Not Meet the Town’s Current Code Requirements from May 31, 2014 to July 5, 2016 in Section 70-104(E) and 70-104(E)(3) of the Town of Lake Park Code of Ordinances Tab 6

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

H. NEW BUSINESS:

7. Authorization for Payment of Automobile Liability Deductible to the Florida Municipal Insurance Trust for the September 16, 2010 Vehicular Accident Claim Tab 7
8. Resolution No. 39-10-13 Authorize and Directing the Mayor to Execute a Letter Agreement with Calvin, Giordano, and Associates Inc., for the Maintenance of its Inkforce Code Enforcement Software Tab 8
9. Resolution No. 40-10-13 Amending Resolution 57-08-07 to Modify the Facility Rental Fee Schedule Tab 9
10. Resolution No. 41-10-13 A Resolution of the Town Commission of the Town Lake Park Amending Resolutions 20-05-10, 40-11-11, and 09-06-12 to Extend a Permit to Authorize Commercial Investments, LLC Doing Business as Earl Stewart Toyota to Continue the Temporary Use of a Lot it Owns for the Storage of its Vehicle Inventory Which Includes an Office Trailer Upon the Property for Use as a Vehicle Sales Office Tab 10

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, November 6, 2013



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 16, 2013, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 16, 2013 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

Michelle Aleman and Rose Michaud spoke about the partnership between the Friends of the Library and Bridges of Lake Park and thanked the Commission for their participation in reading to children at the Library.

CONSENT AGENDA:

1. **Final Public Hearing on the Budget Minutes of September 25, 2013**
2. **Regular Commission Meeting Minutes of October 2, 2013**
3. **Revised Letter of Support for the Palm Beach County Criminal Justice Commission Fiscal Year 2014 Revised Allocation of Justice Assistance Grant Funds in the Amount of \$362,544**
4. **Resolution No. 38-10-13 Authorizing and Directing the Mayor to Execute and Agreement for a One Year Term with Hy-Byrd Inc., to Continue to Provide the Town Building Inspection, Permitting and Other Building Official Services**
5. **Authorize the Town Manager to Execute a Letter of Engagement with Nowlen, Holt & Miner, P.A.**

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

Vote on Motion:

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

Mayor DuBois	X		
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Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

None

PUBLIC HEARINGS - ORDINANCES ON SECOND READING:

- 6. Ordinance 15-2013 Staff Initiated request to Extend the Legal Non-Conforming Signage Expiration Date for Signs that Do Not Meet the Town's Current Code Requirements from May 31, 2014 to July 5, 2016 in Section 70-104(E) and 70-104(E)(3) of the Town of Lake Park Code of Ordinances

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

Motion: A motion was made by Commissioner Flaherty to approve Ordinance 15-2013 on Second Reading ; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

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

Motion passed 5-0.

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

NEW BUSINESS:

- 7. Authorization for Payment of Automobile Liability Deductible to the Florida Municipal Insurance Trust for the September 16, 2010 Vehicular Accident Claim

Town Manager Sugerman explained the item (see attached Exhibit "B"). He made a correction and stated that to date the Town has paid \$8,827.79 towards the deductible amount.

Motion: A motion was made by Commissioner Flaherty to authorize the payment to the Florida Municipal Insurance Trust in the amount of \$10,000.00; Vice-Mayor Glas-Castro made the second.

Commissioner O'Rourke asked what is the amount of the Town's insurance deductible.

Town Manager Sugerman stated \$25,000 and explained that if the claimant had sued for \$100,000 it would be out of the Town's hands and it would be between the claimant and

the insurance company and the insurance company would only look to the Town for the deductible amount of \$25,000 per claim.

Commissioner Rapoza asked how many people were involved in the accident.

Bambi Turner, Human Resources Director stated that the vehicle that was struck by the Town Sanitation Clam Truck had two (2) passengers.

Vote on Motion:

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

Motion passed 5-0.

8. Resolution No. 39-10-13 Authorize and Directing the Mayor to Execute a Letter Agreement with Calvin, Giordano, and Associates Inc., for the Maintenance of its Inkforce Code Enforcement Software

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

Commissioner Rapoza asked if the Town decides to go with another software how much notice is the Town required to provide.

Town Manager Sugerman explained that this item will continue the maintenance agreement for one (1) year and that the Town owns the software.

Mayor DuBois asked what other types of software products are that the other departments might utilize.

Town Manager Sugerman explained that the Town's current finance software has a module for Code Enforcement and there are other vendors that provide this type of software. He stated that staff will be exploring all of the packages available.

Motion: A motion was made by Commissioner Rapoza to approve Resolution No. 39-10-13; Commissioner Flaherty made the second.

Vote on Motion:

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

Motion passed 5-0.

9. Resolution No. 40-10-13 Amending Resolution 57-08-07 to Modify the Facility Rental Fee Schedule

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

Commissioner O'Rourke asked if different fee structure options have been explored for evening rentals for a set period of time.

Town Manager Sugerman stated "no" and explained that the renters know how long they want to rent the facility and pay the hourly rate for the time period. He stated that instead of having an evening package that the hourly rate is charged.

Kathleen Carroll, Recreation Department Director, stated that when the fee schedule was changed last year it went from a block evening time to an hourly fee rental structure and it is working out much better.

Commissioner O'Rourke asked what the rate structure is at other Town rental facilities.

Recreation Department Director Carroll stated that the current fee schedule is working better than past fee schedules. She explained that previously when the Mirror Ballroom was rented and the renter wanted to set up from 9:00 am to Noon, leave to have the wedding and return for the reception from 6:00 pm to midnight the renter was charged an hourly rate for the whole day and it was cost prohibitive. She explained that the current fee schedule charges a separate setup and breakdown fee, which is much less, and then charge the hourly rate for the actual event. She stated that it works for the room at the Marina and the indoor pavilion. She stated that rentals have increased.

Mayor DuBois asked about the rental fees for Kelsey Park.

Recreation Department Director Carroll stated that there was a fee to rent the entire park and half the park and they are no longer doing it that way. She explained that it was set up that way because people were inquiring about weddings and that there were some wedding planners that were bypassing the Recreation Department and going to the Community Development Department for a Special Event Permit, but there was also the rental fee involved and the wedding planners were trying to bypass that fee. She stated that by setting a flat fee for the rental of the park more people are interested in using the park.

Mayor DuBois asked if there was an event at the Pavilion that spilled out into the park would the renter have to rent the Pavilion and the Park.

Recreation Department Director Carroll explained that people rent the Park for the actual wedding ceremony and then might rent the Pavilion or Mirror Ballroom for the reception.

Commissioner O'Rourke asked about the rental of the "Sunset Room" at the Marina.

Recreation Department Director Carroll stated that the “Sunset Room” is being rented for different events and is being used for the Martial Arts Program and if there is a rental the Martial Arts Program is moved to another facility.

Commissioner O’Rourke asked about the fees for the use of the “Sunset Room” for the Martial Arts Program.

Recreation Department Director Carroll explained that the room is being utilized as a “Dojo” and it is easier to leave the equipment in place and the goal is once the clientele for the Martial Arts Program is established that it will move to Downtown Park Avenue. She stated that the instructor agreement is structured to assist with the development of clientele in Lake Park and then move to Downtown Park Avenue.

Motion: A motion was made by Commissioner O’Rourke to approve Resolution No. 41-10-13; Commissioner Flaherty made the second.

Vote on Motion:

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

Motion passed 5-0.

10. Resolution No. 41-10-13 A Resolution of the Town Commission of the Town Lake Park Amending Resolutions 20-05-10, 40-11-11, and 09-06-12 to Extend a Permit to Authorize Commercial Investments, LLC Doing Business as Earl Stewart Toyota to Continue the Temporary Use of a Lot it Owns for the Storage of its Vehicle Inventory Which Includes an Office Trailer Upon the Property for Use as a Vehicle Sales Office

Town Manager Sugerman and Community Development Department Director Nadia DiTommaso explained the item (see attached Exhibit “E”).

Vice-Mayor Glas-Castro asked what the Town is doing to enforce the conditions of the Resolution regarding the advertising.

Community Development Director DiTommaso stated that all that staff can do and have been doing is monitoring the advertisings.

Vice-Mayor Glas-Castro stated that the applicant has not met any of the conditions of approval including the advertising condition.

Community Development Director DiTommaso explained that the condition regarding advertising is a condition in the proposed Resolution not the currently approved Resolution.

Mayor DuBois asked if there was a condition regarding advertising in the last resolution.

Town Manager Sugerman stated “no” there was no condition regarding advertising in the last resolution.

Joshua Stewart and Jason Stewart, applicant, introduced themselves.

Joshua Stewart stated that the advertising issue is a Toyota Corporation issue and that they would make Toyota Corporation aware of the correct City for the Toyota Corporation website. He stated that they do not use North Palm Beach in their advertising that they have branded themselves to the point that they do not need to have the Town listed. He stated that they are aware that this is an issue for the Town and that the Town has been very generous to them and they are happy to advertise that they are located within the Town of Lake Park. Regarding the use of the property he stated that they are not prepared at this time to agree to the \$50,000 bond (condition (D) and requested that an extension be granted without the \$50,000 bond. He stated that they have every intention to move forward with the expansion as quickly as possible and have shown the conceptual drawing to staff and are moving forward.

Jason Stewart stated that the reason for the delay is that given the current economic and political conditions they are deciding between three (3) expansion plans. He stated that they are compliance issues with Toyota Corporation regarding the building and are working through those items. He stated that they have every intention to move forward with the expansion.

Joshua Stewart stated that they are requesting that Town staff’s recommendation be modified that final site plan submittal be March 31, 2014.

Vice-Mayor Glas-Castro asked if this is not approved will they be cited by Code Enforcement and given a reasonable time to comply and would they need remove the asphalt and sod it.

Town Manager Sugerman stated “yes”.

Joshua Stewart stated that if that were to occur it would be a devastating blow to their business.

Commissioner O’Rourke stated that the applicant has already gone against the agreement they have made and not just once and now they are asking for a third extension.

Joshua Stewart stated that he does not see it that way but he sees were the Commissioner O’Rourke is coming from. He stated that when they made the original agreement they had every intention of moving forward but that certain forces beyond their control made it not possible to move forward.

Commissioner O’Rourke asked what the expansion is waiting for.

Joshua Stewart stated that they need a few more months. He stated that Toyota Corporation requires that they have to bring their building up to the newest standards and that their franchise agreement with Toyota Corporation if they do not proceed with the expansion and it will involve the development of the subject property.

Commissioner O'Rourke asked if the applicant understands that if they do not come to some reasonable place with the Town that the Town could cite the property and that would be detrimental to their business.

Joshua Stewart stated that he agrees and he feels it is completely reasonable to receive an extension to March 31, 2014 for submittal of the final site plan, which is three (3) more months than Town staff has recommended, without the \$50,000 bond. He stated that it is as much in their interest to move forward in a timely manner as it is for the Town.

Commissioner O'Rourke stated that what he is hearing is that they are doing everything they need to do for their business. He stated that they are a great business and glad they are here but this is the Town and they seem to be taking the position to wait until they are ready to make a business move and that is why the Town is asking for the performance bond.

Joshua Stewart stated that he does not think it is unreasonable to asked for an extension to March 31, 2014 and that the Town has the power to inflict far more damage than \$50,000 by shutting down their used car department. He stated that would cost them hundreds of thousands of dollars a month. He stated that they will move forward.

Commissioner O'Rourke asked from a business prospective and the fact that they have not fulfilled their agreement two (2) other times that it would be a good idea to put up a certain amount of money to guarantee their performance.

Jason Stewart stated that the money they have spent on architecture services is the good faith that they are moving forward with the expansion.

Mayor DuBois asked what they will do with the used car business during construction.

Joshua Stewart stated that the expansion will be done in phases.

Commissioner O'Rourke asked if it would be a good business decision to put up the guarantee so that the Town does not take Code Enforcement action.

Joshua Stewart asked why the Town is asking for the guarantee if it is not necessary.

Commissioner O'Rourke stated because they have not performed up to the agreement on two (2) previous occasions and now they are asking for a third extension.

Joshua Stewart stated that they have "skin in the game" and have \$30,000 in the past few months on architecture services for the expansion.

Commissioner O'Rourke stated that the Town has "skin in the game" also and have asked the applicant to perform to the standards set for the Town and that the Commission is trying to bring the Town to a certain level and the Commission believes in the Town.

Joshua Stewart stated that they believe in the Town also and that they have made improvements along Federal Highway within the Town since 2010. He stated that they have no intention of dragging this out more than it needs to be and wishes that they had a better idea of how things would move forward when they made the original agreement and they do not like to ask for extensions.

Commissioner O'Rourke stated that the applicant is a good member of the Town and that he wants that to continue and that his discussion is about that they had certain obligations that they did not fulfill. He asked if the performance bond was \$30,000 and that the extension to submit a final site plan was March 31, 2014 would that be agreeable.

Joshua Stewart stated that it would have to be discussed and that he appreciates any concessions during negotiations.

Mayor DuBois suggested \$25,000 and a March 31, 2014 deadline. He stated that if the Commission decided to pass the Resolution with conditions there is really nothing for the applicant to do but comply or be cited. He stated that if a Resolution was not approved with or without the conditions on the date and bond the applicant would be faced with a Code Violation issue which can accrue a fine on a daily basis and those fines are not refundable. He stated that the bond is refundable if the applicant meets the obligations of the Resolution. He suggested that the submittal of the final site plan be changed to March 31, 2014 and to reduce the bond to \$25,000. He stated that the Town does not want the money; what the Commission wants is the best expansion possible.

Commissioner Rapoza stated that the applicant has proven themselves as a legitimate business in the Town and they have earned their reputation. She wants to see a deal that makes everyone happy here and that she would like to see the extension to March 31, 2014 be granted with the performance bond.

Commissioner O'Rourke asked how long is the extension.

Community Development Director DiTommaso stated that the extension is for twelve (12) month from the current Resolutions expiration date and that the applicant is requesting an additional three (3) to the twelve (12) month recommended by staff.

Town Manager Sugerman explained that the applicant is asking for an additional twelve (12) months to complete the project and staff as requested that the applicant submit the site plan by December 31, 2013. The applicant is requesting that the site plan submittal date by March 31, 2014.

Commissioner O'Rourke thinks that the Commission is considering giving the applicant the extension of the site plan to March 31, 2014 and reducing the bond to \$30,000. He thinks the \$30,000 is reasonable.

Jason Stewart asked if they were not breaking ground by December 31, 2014 that they would lose the performance bond.

Mayor DuBois stated “no”.

Jason Stewart stated that the site plan submittal deadline would be March 31, 2014 and if they failed to provide the site plan by March 31, 2014 they would forfeit the bond.

Mayor DuBois asked if the applicant can accept site plan submittal by March 31, 2014, a bond of \$30,000 tied to the submittal of the site plan and all the other conditions provided for in the staff report (see Exhibit “E”).

Motion: A motion was made by Commissioner O’Rourke to approve Resolution No. 41-10-13 with the following modifications that in condition A. the date of December 31, 2013 be modified to March 31, 2014 and that in condition D. the amount of \$50,000 be modified to \$30,000 and that in conditions B and C that the December 31, 2013 be changed to March 31, 2014; Commissioner Flaherty made the second.

Vice-Mayor Glas-Castro clarified that the site plan submittal is a complete application including architecture, landscaping, and engineering not just a conceptual site plan.

Vote on Motion:

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

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Attorney Baird had no comments.

Town Manager Sugerman stated that Florida City Government Week will be held October 20 through October 26, 2013, that the theme is “My Town I’m part of it I’m proud of it”. He stated that there will be events at Town Hall during the week and in particular 5th grade students from Lake Park Elementary and Lake Park Baptist School will be here for a tour, a mock Town Commission meeting, and Public Works trucks.

Commissioner O’Rourke stated that Mary Jo McCool passed away. He stated that he was not at the September 25, 2013 Final Budget Hearing because he had to appear at the Governor’s Clemency Board and he was not able to get back in time for the meeting.

Commissioner Flaherty had no comments.

Commissioner Rapoza asked if there are any scheduled workshops for the Commission.

Town Manager Sugerman stated “no” there are no workshops scheduled. He stated that outstanding workshops to schedule include visioning workshop and the Federal Highway Mixed Use Corridor Overlay Community Meeting.

Commissioner Rapoza suggested a workshop on renaming Lake Shore Park. She asked for an update regarding net fishing.

Town Manager Sugerman stated that he had no update on net fishing because the Commission requested that the item be set aside for the time being.

Vice-Mayor Glas-Castro stated that on Friday, October 18, 2013 the Florida League of Cities Legislative Policy Committee will be meeting to finalize the priorities for the upcoming legislative sessions. She stated that she is a member of the Urban Administration Committee and the top five (5) priorities from their last meeting were sober houses, short-term vacation rentals, collection of overdue utility fees, use of city employees for public works projects versus having to go out for bid and a dedicated funding source for homelessness. She stated at the October 18, 2013 meeting the committee is supposed to near it to two (2) priorities. She stated that a strong Palm Beach County delegation that will be at the meeting to urge that sober houses remain as a key priority for the committee.

Mayor DuBois asked about the proposed legislation for the sober houses.

Town Manager Sugerman stated that the legislation has not been put into bill format yet and the various parties are working with the legislative delegation to get a bill crafted.

Mayor DuBois stated that he attended a meeting on October 16, 2013 with the Northern Palm Beach County Chamber of Commerce regarding the All Aboard Florida expansion and the Tri-Rail expansion.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:00 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

Exhibit "A"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. Tab 6

Agenda Title: STAFF INITIATED REQUEST TO EXTEND THE LEGAL NON-CONFORMING SIGNAGE EXPIRATION DATE FOR SIGNS THAT DO NOT MEET THE TOWN'S CURRENT CODE REQUIREMENTS FROM MAY 31, 2014 TO JULY 5, 2016 IN SECTION 70-104(E) AND 70-104(E)(3) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES

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

Approved by Town Manager [Signature] Date: 10/4/13

Nadia Di Tommaso / Community Development Director [Signature]
Name/Title

Table with 3 columns: Originating Department (Community Development), Costs (Legal Ad, Funding Source: Town Clerk, Acct: #106-48100), Attachments (Ordinance 15-2013, Copy of Legal Ad, Copy of Courtesy Letter from April 2011), Advertised (Date: 10-06-13, Paper: Palm Beach Post), and notification status.

Summary Explanation/Background:

In 2003, the Town of Lake Park signed an Interlocal Agreement with Palm Beach County (PBC), the Village North Palm Beach (NPB) and Palm Beach Gardens (PBG) to create the Northlake Boulevard Task Force and adopt guidelines along Northlake Boulevard from Interstate 95 to US-Highway 1. In doing so, the Northlake Boulevard Overlay Zone (NBOZ) was created in an attempt to share common zoning, landscaping, and signage guidelines and properly coordinate all issues related to the NBOZ between jurisdictions. In short, the NBOZ guidelines are a separate set of zoning code requirements for properties located on the south side of Northlake Boulevard in the Town of Lake Park.

Shortly after joining the Task Force in 2003, the Lake Park Town Commission decided to withdraw the Town from the Task Force and consequently withdrew from adopting the NBOZ guidelines. NPB, PBG and PBC adopted the NBOZ guidelines in 2003 which include a 10-year timeframe for non-conforming signs to come into compliance. It was only on July 5, 2006 that Lake Park rejoined the Task Force and adopted the NBOZ guidelines. Hence, Lake Park's 10-year compliance schedule only began on July 5, 2006, making Lake Park the only municipality participating in the Northlake Boulevard Task Force to establish a signage compliance date of July 5, 2016 and not 2013 similar to PBC, PBG and NPB. In recent years however, PBC, and PBG have extended their signage compliance date to 2014 in order to provide additional time to their property owners. NPB was able to deal with the issue early on and managed to eliminate their pole signs (for example) by providing financial assistance to their affected property owners.

This being said, The Town of Lake Park also has an overall signage Code regulating signage in the entire Town. Generally, when Codes have overlapping sections relating to the same issue, the more restrictive Code section applies. This overall signage Code, found in Chapter 70 of the Town Code of Ordinances, sets forth a May 31, 2014 compliance date for ALL non-conforming signs throughout the Town. This date was already extended once by a prior Town Commission from July 1, 2013 to May 31, 2014 given the previous economic downturn and the need to grant some relief to property owners. This one-year extension was approved through Ordinance 03-2011 and approximately 700 courtesy letters to ALL commercial property owners were mailed following the Ordinance approval on April 6, 2011. A copy of the courtesy letter which explains the action that took place is included with this agenda item.

In an attempt to further alleviate the strain to commercial property owners in ALL areas of the Town and most importantly afford property owners, including those located in the NBOZ, the same 10-year signage compliance timeline, staff is recommending that the non-conforming signage compliance date is extended to **July 5, 2016** in the overall signage Code in Article IV, Section 70-104(e) and (e)(4). The extension will also bring back the originally intended compliance date for property owners located within the NBOZ. *NO change to the permitted or prohibited signs is being proposed.* Staff recommends approval.

Town Commission 1st Reading - October 2, 2013: Unanimous Approval 5-0.

Recommended Motion: I MOVE TO ADOPT ORDINANCE NO. 15-2013 on second reading.



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. Tab 7

Agenda Title: Authorization for Payment of Automobile Liability Deductible to the Florida Municipal Insurance Trust for the September 16, 2010 Vehicular Accident Claim

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager DSS/JP Date: 10/7/13
Bonnie McKibbin Sum
 Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$10,000.00 Funding Source: FY 2013 Insurance Claims Deductibles Acct. #900-49500 <input checked="" type="checkbox"/> Finance <u>BMT</u>	Attachments: FMIT Invoice Details
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>BMT</u> Please initial one.

Summary Explanation/Background:

On September 16, 2010, Lake Park Public Works Department Vehicle No. 65 (a sanitation clam truck) backed into a passenger vehicle driven by a Lake Park resident. The Town's property and casualty insurer was the Florida League of Cities/Florida Municipal Insurance Trust (FMIT), and the Town's deductible pursuant to its automobile liability insurance coverage at the time was \$25,000. To date, the Town has paid a total of \$9,704.87 toward this deductible amount as follows:

- \$5,943.91 paid in December 2010
- \$2,883.88 paid in February 2011

In addition to the above property damage payments and pursuant to the terms of our member agreement, FMIT has recently paid an additional \$10,000 in bodily injury liability to settle with one of the claimants. The Town of Lake Park has received a deductible invoice from FMIT for reimbursement of the \$10,000.00 payment. In accordance with Ordinance 13-2009, the Town's current purchasing policy, any legal settlement exceeding the amount of \$5,000 shall be approved by the Town Commission in a public meeting. The purpose of this item is to obtain the Commission's authorization for payment of the amount of \$10,000 to FMIT towards the deductible amount.

Since such authorization for payment of this amount is being sought within 60 days of the end of Fiscal Year 2013, it can be paid from Fiscal Year 2013 Insurance Claims Deductibles.

Recommended Motion: I move to authorize the payment to the Florida Municipal Insurance Trust of the amount of \$10,000.00.



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. *Tab 8*

Agenda Title: A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LETTER AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES INC., FOR THE MAINTENANCE OF ITS INKFORCE CODE ENFORCEMENT SOFTWARE

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON ___ READING
- NEW BUSINESS – RESOLUTION**
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *DSS* Date: *10/14/13*

Nadia Di Tommaso / Community Development Director *ND*
Name/Title

Originating Department: Community Development	Costs: \$ 9,579 FY 13/14 Funding Source: Community Development Acct. # 500-34000 <input type="checkbox"/> Finance _____	Attachments: → Resolution __-10-2013, including Exhibit "A" (Letter Agreement and breakdown of maintenance costs)
Advertised: Date: <i>N/A</i> 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>ND</i></u> Please initial one.

Summary Explanation/Background:

In 2005, the Town of Lake Park purchased the INKforce software from Calvin, Giordano and Associates, Inc. (CGA). CGA is the owner and creator of this software which serves to track Code Enforcement cases. According to our Finance Department records, the Town purchased the software at the time for \$ 43,260 along with accepting a yearly maintenance charge to essentially maintain the software. In light of the fact that the Town purchased the software and that the Code Enforcement Division has been using this software over the years as its main database for code enforcement cases, the Town's Community Development Department currently relies on the software for Code Enforcement tracking purposes. While it seems the yearly maintenance charges are a consequence of the initial purchase of the software in 2005, it is important to formalize these maintenance charges in the form of a Letter Agreement approved by the Town Commission. These charges are currently \$ 9,579 as included in Exhibit "A" of the enclosed Resolution and require Town Commission approval. These charges have shown to increase by 3% every fiscal year.

While the Town in 2005 decided to make a substantial investment by purchasing the INKforce software and for the most part the software has been satisfactory, the Community Development Department, along with the Finance Department and possibly other departments, will be exploring options on alternative software programs that may serve to combine various departmental functions over the next six to eight months. In the meantime, however, the FY 13/14 budget has already incorporated the required \$ 9,579 in order to have the software maintained while the Town is exploring other options. Maintaining the software is required in order for our Code Enforcement operation to carry on and CGA, being the owner of the software, is the only entity that can provide this service. Staff is recommending approval.

Recommended Motion: I MOVE TO APPROVE RESOLUTION ___-10-2013.

Exhibit "D"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. Tab 9

Agenda Title: Resolution Amending Resolution 57-08-07 to Modify the Facility Rental Fee Schedule

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, PUBLIC HEARING ORDINANCE ON READING, NEW BUSINESS, and OTHER.

Approved by Town Manager [Signature] Date: 10/9/13

Kathleen Carroll/Recreation Director Name/Title

Table with 3 columns: Originating Department (Parks & Recreation), Costs (\$ 0.00), Attachments (Resolution No. 57-08-07, etc.), Advertised (Not Required), and notification details.

Summary Explanation/Background:

On September 26, 2007, the Commission adopted Resolution 57-08-07 establishing the Fee Waiver Criteria and Fee Reduction Schedule for Rental of Town Facilities.

At the October 3, 2012 meeting, the Commission approved the current Facility Rental Fee Schedule which established a per-hour rental fee structure for residents and non-residents, as well as a deposit structure. A copy of the current schedule is attached.

Staff has determined that the current \$500.00 deposit for rental of the Mirror Ballroom and the current hourly rate structure of \$200.00 for residents and \$250.00 for non-residents for use of Kelsey Park have proved to be too costly for all-day events.

Staff is recommending that Resolution 57-08-07 be amended to adjust the Fee Waiver Criteria and Fee Reduction Schedule for Rental of Town Facilities to reduce the deposit for rental of the Mirror Ballroom from \$500.00 to \$250.00 and to reduce the hourly fee for the rental of Kelsey Park to a flat rate of \$400.00.

Recommended Motion:

I move to approve Resolution No. __-10-2013.



Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2013

Agenda Item No. Tab 10

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING RESOLUTIONS 20-05-10, 40-11-11, AND 09-06-12 TO EXTEND A PERMIT TO AUTHORIZE COMMERCIAL INVESTMENTS, LLC DOING BUSINESS AS EARL STEWART TOYOTA TO CONTINUE THE TEMPORARY USE OF A LOT IT OWNS FOR THE STORAGE OF ITS VEHICLE INVENTORY WHICH INCLUDES AN OFFICE TRAILER UPON THE PROPERTY FOR USE AS A VEHICLE SALES OFFICE

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, Consent Agenda, Old Business, New Business - Resolution (checked), Other.

Approved by Town Manager [Signature] Date: 10/9/13

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$250), Attachments (Staff Memo, Resolutions, etc.), Advertised (N/A), and notification status.

Summary Explanation/Background: Please refer to the Staff Memo.

Recommended Motion: I MOVE TO APPROVE RESOLUTION -10-2013 with conditions of approval A through E.



Town of Lake Park
Community Development Department

Nadia Di Tommaso
Community Development Director

Meeting Date: **October 16, 2013**

To: **TOWN COMMISSION**

RE: **Earl Stewart Toyota - Extension of Temporary Vehicular Storage Lot Use and Temporary Office Trailer for Used Car Sales.**

HISTORY

Earl Stewart Toyota acquired the property upon which the Journey's Inn and the El Colonial restaurant were located in August 2004. Over the years, the abandoned Journey's Inn and El Colonial restaurant became a huge eyesore to the community. In May 2010, Commercial Investments LLC, doing business as Earl Stewart Toyota (the Applicant) requested permission from the Town Commission to demolish the Journey's Inn and El Colonial restaurant buildings on the property to use it for the temporary storage of vehicles. Pursuant to Resolution 20-05-10, the Town Commission approved a permit which authorized the Applicant to demolish the Journey's Inn and the El Colonial restaurant buildings thereby granting the Applicant a temporary use of the property for temporary vehicular storage until the Applicant would begin construction of its new buildings and facilities consistent with a site plan that was to be approved by the Town Commission. Resolution 20-05-10 also provisioned that following demolition, the Applicant was required to fill the subject property with crushed asphalt and was required to grade it. Resolution 20-05-10 contained a condition that required the subject property to be fully landscaped in accordance with the approved site plan if the timeline for the site plan approval and construction of the expanded dealership was not met. This timeline was set for a two(2)-year period ending April 30, 2012, at which time the Applicant would have had to either apply for a new temporary permit or would have to be in the process of moving forward with the expansion of the dealership. In addition, the temporary permit was approved with the condition that the lot would have a minimum of 18 trees around the perimeter and that construction of the new facility would commence by May 5, 2012, or the subject site would be required to be fully landscaped per the Town of Lake Park landscaping regulations. The Applicant satisfied the landscaping provision and installed 18 trees around the perimeter of the subject property.

Given the market conditions, the Applicant addressed the Commission once again at the October 19, 2011 Town Commission meeting and requested that the Town Commission grant it temporary approval for an office trailer. The Commission directed staff to bring forward an amendment to Resolution 20-05-10 which would allow for the temporary office trailer pursuant to certain

conditions. The temporary office trailer was approved unanimously at the November 2, 2011 Town Commission meeting under Resolution 40-11-11. The office trailer is currently installed on the property and had an initial expiration date of April 30, 2012.

Earl Stewart Toyota addressed the Town Commission once again in June 2012 requesting an extension of the permit for the use of the lot as a vehicular storage lot (*approved under Resolution 20-05-10 with an April 30, 2012 expiration date*) and the temporary office trailer for used car sales (*approved under Resolution 20-05-10 with an April 30, 2012 expiration date*) to October 1, 2013, with the development plans for the site being submitted by December 31, 2012, instead of the previously provisioned April 30, 2012. Additionally, rather than to fully landscape the site pursuant to the previous condition on Resolution 20-05-10, Earl Stewart Toyota proposed to landscape the perimeter pursuant to plans VLP-1, VLP-2 and IR-1, which included additional shade trees and a Cocoplum hedge along certain perimeter landscape buffers namely, North Federal Highway, Lakeshore Drive, and half of East Ilex Drive. The extension, along with the landscaping request, was approved under Resolution 09-06-12. *While the Applicant had also introduced a request for a 340 foot flagpole at this time and this request was approved only with a 50 foot height maximum, the Applicant decided not to pursue the flagpole.*

CURRENT STATUS

The Applicant completed the landscaping improvements pursuant to the obligations of Resolution 09-06-12, however it failed to submit the development plans for the expansion of the dealership by the prescribed deadline of December 31, 2012. Staff has been communicating with the Applicant since November 2012 reminding them of their obligations. After staying in communication a handful of times over the course of approximately six (6) months from November 2012 until May 2013, staff decided to issue a written correspondence to the Applicant regarding the expiration date of October 1, 2013 on their current Resolution. This letter has been included with this agenda item.

Staff recommends the Town Commission ONLY approve the extension if the Stipulation Agreement outlined in condition "D" of the Resolution, is executed. This Agreement will require the Applicant to provide the Town with a Cashiers' check in the amount of \$ 50,000 within seven (7) business days of the effective date of the Resolution if adopted. If this does not compel the Applicant to satisfy the obligations of the Resolution on or before December 31, 2013, the Town shall automatically be entitled to the \$50,000 in funds.

STAFF RECOMMENDATION

Staff recommends that the Town Commission APPROVE Resolution __-10-2013 for the extension request for the temporary use of a vehicular storage lot and a temporary office trailer subject to the following conditions and any additional conditions as may be added by the Town Commission:

- A. Permit Duration. The Applicant shall submit a site plan application for the subject property which meets all of the criteria required by the Town Code, together with the appropriate application fee on or before December 31st, 2013.

- B. Office Trailer. Provided the Applicant submits an application for a site plan together with the required fee, and the application is deemed to be a complete application by the Community Development Department on or before December 31, 2013, the Applicant may continue to maintain the trailer for use as a used vehicles sales office until December 31, 2014.
- C. Storage of Vehicles. Provided the Applicant submits an application for a site plan together with the required fee, and the application is deemed to be a complete application by the Community Development Department on or before December 31, 2013, the Applicant may continue the use of the subject property for the storage of its vehicle inventory until December 31, 2014.
- D. This approval is subject to **the Applicant entering into an Agreement, attached hereto as Exhibit "A", which requires the Applicant to provide the Town with a Cashiers' check in the amount of \$ 50,000 within 7 business days of the effective date of this Resolution. The Applicant agrees that its failure to meet any of the conditions pertaining to the temporary use of its property on or before December 31, 2013, shall automatically entitle the Town to the \$50,000 in funds deposited by the Town into its PNC bank account.**
- E. Advertising. Earl Stewart Toyota shall only advertise their facility as being located in the Town of Lake Park. There shall be no advertisements that state or imply that Earl Stewart Toyota is located in North Palm Beach or Northern Palm Beach.

NEW BUSINESS

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2013

Agenda Item No. *Tab 3*

Agenda Title: Resolution to Ratify the Tentative Agreement Reached between the Town of Lake Park and the Federation of Public Employees for Fiscal Year 2013-2014.

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

Approved by Town Manager *[Signature]* Date: *10/14/13*
[Signature]
 Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: (1) Resolution; (2) 2013 Collective Bargaining Negotiation Tentative Agreement; (3) Copy of October 15, 2013 Letter from the Federation of Public Employees; and (4) Collective Bargaining Agreement for the Term of October 1, 2011 to September 30, 2014
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

On November 2, 2011, the Commission approved pursuant to Resolution 38-10-11 the Collective Bargaining Agreement for the term of October 1, 2011 to September 30, 2014 (the "Agreement") between the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (the "Union"). Such Agreement contains, at Article 25, Article 26 and Article 28 respectively, reopeners for the negotiation of insurance benefits, wages and pension benefits prior to the second and third year of the Agreement. A copy of the Agreement is attached for ease of reference.

The above three reopened articles were bargained with the Union on October 9, 2013, and a tentative agreement ("Tentative Agreement") was reached by the parties. A copy of such Tentative Agreement is attached.

On October 11, 2013, a majority of the bargaining unit members of the Union voted to ratify the Tentative Agreement. A copy of the October 15, 2013 letter from the Union documenting such ratification is also attached.

The purpose of this agenda item is ratification of the Tentative Agreement by Resolution of the Town Commission.

Recommended Motion: Approval of Resolution _____ 2013.

RESOLUTION NO. *****

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE TENTATIVE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE 2013-2014 FISCAL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the "Union") negotiated in good faith and reached a Collective Bargaining Agreement (hereinafter the "Agreement") for the term of October 1, 2011 to September 30, 2014, which was approved by the Town Commission on November 2, 2011; and

WHEREAS, the Agreement contains at Article 25, Article 26 and Article 28 respectively reopeners for the negotiation of insurance benefits, wages and pension benefits prior to the second and third year of the Agreement; and

WHEREAS, the Town and the Union negotiated the three reopeners contained in Article 25, Article 26 and Article 28 and on October 9, 2013 initialed on behalf of the Town and the Union respectively the 2013 Collective Bargaining Negotiation Tentative Agreement ("Tentative Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on October 11, 2013, a majority of the members of the Union in attendance voted to ratify the Tentative Agreement between the Town and the Union; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

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

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

Section 2. The Town Commission hereby ratifies the Tentative Agreement reached between the Union and the Town on October 9, 2013 for the 2013-2014 Fiscal Year, a copy of which is attached hereto and incorporated herein as **Exhibit A**, and authorizes and directs the Mayor to execute such Agreement.

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

2013 Collective Bargaining Negotiation Tentative Agreement

ARTICLE 25 INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.
- B. The Town agrees to continue to maintain the current level of coverage (Medical, Dental and Vision) and the Town's employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan.
- C. The employee's agree to share equally in any increase in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

- D. The Town agrees to continue to maintain the current level of coverage for short term and long term disability as defined in the schedule of employee benefits.
- E. ~~The parties agree to reopen negotiations for insurance benefits prior to the third (3rd) year of this Agreement.~~

Tentative Agreement on Behalf of the Union 

Tentative Agreement on Behalf of the Town 

Date: 10/9/13

Date: 10/9/13

ARTICLE 26
PAY PLAN

Section 1. Effective October 1, 2008 through September 30, 2009, pay schedules recommended range for bargaining unit employees shall be as follows:

<u>Job Title</u>	<u>Minimum Salary Level</u>	<u>Maximums Salary Level</u>
Custodian (Annual) (Hourly)	\$20,566.21 \$ 9.89	\$31,603.16 \$15.19
Equipment (Annual) Operator I (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36
Equipment (Annual) Operator II (Hourly)	\$28,143.24 \$13.53	\$48,620.25 \$23.38
Equipment (Annual) Operator III (Hourly)	\$33,542.50 \$16.13	\$51,000.77 \$24.52
Maintenance(Annual) Worker I (Hourly)	\$20,566.21 \$9.89	\$31,603.16 \$15.19
Maintenance(Annual) Worker II (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36
Maintenance Worker III (Annual) (Hourly)	\$29,863.64 \$14.36	\$46,781.28 \$22.49
Facilities Maintenance (Annual) Worker I (Hourly)	\$24,128.96 \$11.60	\$34,856.64 \$16.76
Facilities Maintenance (Annual) Worker II (Hourly)	\$30,080.04 \$14.46	\$41,621.58 \$20.01

Facilities Maintenance (Annual)	\$35,706.53	\$51,270.66
Worker III (Hourly)	\$17.17	\$24.65
Facilities Mechanic I (Annual)	\$28,565.22	\$38,525.76
(Hourly)	\$13.73	\$18.52
Facilities Mechanic II (Annual)	\$32,676.88	\$45,405.36
(hourly)	\$15.71	\$21.83
Irrigation Technician I (Annual)	\$27,375.00	\$37,723.14
(Hourly)	\$13.16	\$18.14
Irrigation Technician II (Annual)	\$31,919.47	\$41,048.28
(Hourly)	\$15.35	\$19.73
Storm Water Technician I (Annual)	\$29,863.64	\$46,781.28
(Hourly)	\$14.36	\$22.49
Storm Water Technician II (Annual)	\$33,542.50	\$51,000.77
(Hourly)	\$ 16.13	\$24.52
Traffic Maintenance Technician I (Annual)	\$27,375.00	\$36,232.56
Technician (Hourly)	\$13.16	\$17.42
Traffic Maintenance Technician II (Annual)	\$30,512.85	\$40,131.00
(Hourly)	\$14.67	\$19.29
Dock Attendant (Annual)	\$20,969.47	\$31,603.16
(Hourly)	\$10.08	\$15.19
Grounds Maintenance(Annual)	\$25,978.37	\$42,542.72
Crew Leader(Hourly)	\$12.49	\$20.45

Mechanic I(Annual)	\$25,384.10	\$38,896.20
(Hourly)	\$12.20	\$18.70
Mechanic II (Annual)	\$30,308.10	\$47,404.74
(Hourly)	\$14.57	\$22.79
Operations Technician I (Annual)	\$29,651.40	\$43,273.13
(Hourly)	14.26	\$20.80
Ground Maintenance (Annual)	\$22,731.08	\$34,034.18
Worker II (Hourly)	\$10.93	\$16.36
<u>Foreman (Annual)</u>	<u>\$30,296.45</u>	<u>\$51,515.10</u>
<u>Hourly</u>	<u>\$14.57</u>	<u>\$24.77</u>
<u>Vehicle Maintenance Foreman (Annual)</u>	<u>\$33,542.50</u>	<u>\$55,636.31</u>
<u>Hourly</u>	<u>\$16.13</u>	<u>\$26.75</u>
<u>Foreman General Infrastucture (Annual)</u>	<u>\$31,811.27</u>	<u>\$54,090.86</u>
<u>Hourly</u>	<u>\$15.29</u>	<u>\$26.01</u>

Section 2. The Town Manager may in his or her discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. During the term of this Agreement, except as may be otherwise negotiated between the parties, full-time employees shall move through the pay ranges at a percentage determined by the employee's annual evaluation of 0-5% or the percentage rate defined in the Employee Handbook, whichever is greater upon each employee's anniversary date each year.

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, \$500, 10 years, \$1000, 15 years, \$1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan (\$500/year 5 -10 years, \$1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates (\$250 for 5 -10 years; \$500 for 10 + years) for those employees

already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. The Town agrees that there shall be no furlough days or pay cuts for employees during the ~~second (2nd)~~ third (3rd) -year of this Agreement. No employees shall receive a cost of living pay increase during the first (1st) year of this Agreement, from October 1, 2011 to September 30, 2012, ~~and~~ during the second (2nd) year of this Agreement from October 1, 2012 to September 30, 2013, and during the third (3rd) year of this Agreement from October 1, 2013 to September 30, 2014. ~~The parties agree to reopen negotiations for wages prior to the third (3rd) year of this Agreement.~~

Section 6. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

Tentative Agreement on Behalf of the Union 
Date: 10/9/13

Tentative Agreement on Behalf of the Town 
Date: 10/9/13

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ARTICLE 28
PENSION FUND

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf. Part-time employees as of the ratification of this Agreement will be grandfathered into the Pension Plan.

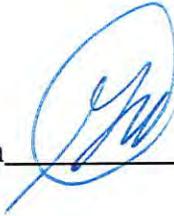
~~The parties agree to reopen negotiations for Pension prior to the third (3rd) year of this Agreement.~~

The Town will contribute five percent (5%) of each employee's compensation to each member's retirement account. Each member may contribute up to an amount applicable under current law each year to his retirement account. In addition, the Town will match one-half of a member's contribution up to two and one-half percent (2 ½ %) of the member's annual compensation which shall be suspended during the first (1st) and second (2nd) year of this Agreement. The Town's maximum contribution to a member's retirement account will be seven and one-half percent (7 ½ %) of the member's annual compensation, except for the first and second (2nd) year of this Agreement. The Town will match one-half of a member's contribution, up to a maximum of two and one-half (2 & ½) percent of the member's annual compensation during the third (3rd) year of this Agreement.

Other provisions of the Town Retirement Plan will be as found in the Adoption Agreement between the Town of Lake Park and the Variable Annuity Life Insurance Company (VALIC).

Tentative Agreement on Behalf of the Union _____

Date: 10/9/13



Tentative Agreement on Behalf of the Town _____

Date: 10/9/13



Dated this _____ day of November, 2013.

TOWN OF LAKE PARK

By: _____
James DuBois, Mayor

ATTEST:

Vivian Mendez, Town Clerk



FEDERATION OF PUBLIC EMPLOYEES

*A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)*

DANIEL D. REYNOLDS
Division President

ANTHONY MARCIANO
Division Secretary/Treasurer

October 15, 2013

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

SENT VIA US MAIL AND FACSIMILE TO (561) 881-3314

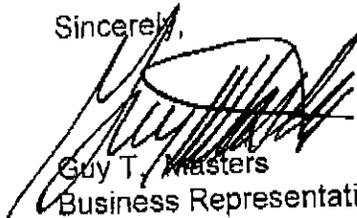
Dear Mr. Sugerman:

This letter is to advise you that the Federation of Public Employees held a ratification vote for the Town of Lake Park Bargaining Unit on October 11, 2013.

Please be advised that the majority of bargaining unit employees in attendance voted to accept the tentatively agreed to issues regarding insurance, wages, and pension between the Federation of Public Employees and the Town of Lake Park.

If you need any additional information, please do not hesitate to contact me.

Sincerely,



Guy T. Masters
Business Representative

GM:yf

Collective Bargaining Agreement

between

The Town of Lake Park

and

The Federation of Public Employees, A Division of the National Federation of Public
and Private Employees, (AFL-CIO)

October 1, 2011 — September 30, 2014

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PREAMBLE

This Agreement is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town" and Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Custodian, Dock Attendant, Equipment Operator I, II, and III, Facilities Maintenance Worker I, II, and III, Facilities Mechanic I and II, Grounds Maintenance Crew Leader, Irrigation Technician I and II, Maintenance Craftsman, Maintenance Worker II and III, Mechanic I and II, Operations Technician, Traffic Maintenance Technician II, Stormwater Technician I and II, and Grounds Maintenance Worker II. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504, in case no. EL-2004-039 as it relates to RC-2004-041, dated September 20, 2004 and UC – 2007 - 016 dated October 10, 2007. Both parties shall stipulate to a unit clarification petition, which will amend the certified unit description to that noted above and this recognition shall be subject to the ultimate approval of PERC.

The parties to this Agreement shall submit a joint petition to PERC for the classification(s) of Grounds Maintenance Worker II and any other mutually agreed upon classification(s) subsequent to the ratification of this Agreement.

ARTICLE 2
NON-DISCRIMINATION

Section 1. All reference in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of sex, color, religion, race, creed, age, national origin, marital status, political affiliation, sexual orientation, or handicap.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, creed, sex, national origin, marital status, handicap, sexual orientation, religion or political affiliation.

ARTICLE 3
DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job classification, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

ARTICLE 4
UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

- (a) Absence of the employee would jeopardize Town operations,
- (b) Absence of the employee would result in overtime,
- (c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

- a. Soliciting public employees during working hours of any employee who is involved in the solicitation.
- b. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the Town of Lake Park, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

ARTICLE 7
MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Employee Handbook, not in conflict with this Agreement, including but not limited to the following:

- (a) To manage and direct the employees of the Town.
- (b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- (c) To suspend, demote, discharge or take other disciplinary action against employees for cause.
- (d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (e) To maintain the efficiency of the operations of the Town.
- (f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (g) To determine the organization to Town Government.
- (h) To determine the number of employees to be employed by the Town.
- (i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.
- (j) To determine internal security practices.
- (k) To determine matters included in Employee Handbook and Administrative Orders.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be defined as any dispute arising between the Town and the Union or any bargaining unit employee over the application or interpretation of this Agreement and shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step 1 informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Head on the form attached to this Agreement as Exhibit "B". The Department Head, or in his absence the Department Head's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Head will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Head's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Head, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the

time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

ARTICLE 9
DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

ARTICLE 10
PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a job classification within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first one hundred eighty (180) calendar days of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Head.

ARTICLE 12
SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of an employee's full-time and regular part-time continuous service within the bargaining unit recognized by this agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

- (a) resignation;
- (b) discharge;
- (c) lay off for a period of more than twenty-four (24) months;
- (d) retirement;
- (e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become permanent full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are qualified within the bargaining unit.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee (based upon performance and

evaluations) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the certified mail.

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days notice has been given by the employee, vacation may be approved by the Department Head on a first come, first served basis.

ARTICLE 13
PHYSICAL EXAMINATIONS

Section 1. If there is reasonable suspicion of possession of, use of, or being under the influence of alcohol and/or illegal drugs while on duty the employee shall be tested for the presence of such substances in accordance with the procedure which shall be set forth in EXHIBIT "C" to this Agreement.

Section 2. The Employer agrees to maintain group medical, major medical, hospitalization, dental, vision and prescription insurance in amounts and coverage similar to those which are currently being provided as of the date of execution of the Agreement. The employer will provide life/accidental death and dismemberment insurance as approved by the Town Commission from time to time when insurance bids are taken. The Town has a Drug Free Workplace plan and Public Works employees are subject to DOT regulations. Drug testing will take place according to these documents. For non work related disabilities short term disability insurance covers employee's after a 2 week waiting period for 13 weeks after approval from the carrier. Worker's Comp injuries are covered after a 7 day waiting period, and approved cases are covered at 66-2/3 salary. Employees must use physicians under the Town's carrier plan.

The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

Section 3. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

ARTICLE 14
HOURS OF WORK AND
OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of; five (5) eight (8) hour workdays, Monday through Friday, 7:30 a.m. to 4:00 p.m., except the Sanitation Division and the Marina Department, which schedules are already in effect as of October 1, 2008.

Section 2. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime shall include holidays and all scheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. If an emergency occurs as described in Article 7, Section 3 and the Town services are cancelled due to an Act of God or other emergency conditions, full-time employees will be paid their regular day's pay, although the normal hours of work may need to be adjusted. In such situations, employees must make themselves available for work if requested to appear by the Town. If employees are advised not to appear for work by the Town, they shall be paid their regular compensation.

ARTICLE 15
WORKING OUT OF CLASSIFICATION

Section 1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for eight (8) hours or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary classification actually worked, whichever is greater for each hour worked in the higher classification.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for eight (8) hours or more shall be paid at the entry rate of the foreman classification, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as is required.

Section 2. Safety shoes shall be worn by employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Head, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. All employees shall wear uniforms provided by the Town unless the Department Head approves an exception.

ARTICLE 17
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certification and for at least one (1) training course per employee per year consistent with the budget of the Department and other operational concerns as determined in the sole discretion of the Department Head.

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must be given a notice of the infraction within five (5) business days after the occurrence of the infraction or five (5) business days or after the last witness was interviewed in the case of an investigation.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the severity of the infraction.

Section 2. Types of disciplinary actions that may be taken against Town employees may include:

- (a) Documented Written Verbal reprimand
- (b) Written reprimand
- (c) Suspension of one (1) to three (3) days without pay
- (d) Suspension greater than three (3) days without pay
- (e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Section 4. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Collective Bargaining Agreement or any terms and conditions of employment.

ARTICLE 19
EDUCATION

Section 1. The Town agrees to pay for textbooks purchased by employees, if not available from the Town's Library, required for an approved college program. In each case, it will be stipulated that these textbooks are to be turned over to the Town's Library when the employee has completed his course.

Section 2. The Town agrees to pay the cost of tuition for approved programs at an accredited community college or college, for employees provided such program approval and courses are approved in advance by the Department Head.

Section 3. When feasible, as determined by the Department Head, the Town will arrange the working schedules of employees attending advanced college courses on approved programs, so that there will be no interruption of their studies.

Section 4. Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Head.

Section 5. The employee shall provide a copy of all grade reports to the Department Head upon receipt by the employee. If, for any reason, the employee does not complete a course or does not pass that course, any monies provided by the Town for that course, all cost and materials, will be deducted from the employee's pay check within thirty (30) days of notification of such failure.

Section 6. Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C	No reimbursement

Section 7. Any decision made by the Department Head with respect to whether or not a college program or a specific course within a given program is job related and in the best interest of the Town, shall not be subject to the grievance and/or arbitration procedure contained herein, and such decision by the Department Head can be appealed to the Town Manager.

Section 8. If an employee receiving benefits under this Article does not continue his employment for a period of at least two (2) years after his completion of his approved program, or courses within the approved program, the employee shall reimburse to the Town

the total monies expended on his behalf, under this Article, by the Town. Such monies owed to the Town under this section shall be deducted from the final separation paycheck of the employee. The repayment of monies as provided for in this section shall not apply to an employee who is discharged by the Town within the above stated two (2) year period.

Section 9. All employees seeking to have education paid under this Article shall apply to the Department Head for approval in writing on or before April 1 of each year, in order to permit such funds to be included in the Department's proposed budget for the subsequent budget year. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

ARTICLE 20 HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Years Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Employee's Birthday
Floating Holiday

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

Section 3. Employees who work on holidays shall receive pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.

ARTICLE 21
VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	Hours/Bi-weekly Pay Period	Days
Through completion of 5 years service	5.0	16
6 years through completion of 10 years service	6.0	19.5
After completion of 10 or more years of service	8.0	26

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); Upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Head at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Head at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Head, which approval shall not be unreasonably withheld. The Department Head, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Head.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

SICK LEAVE

Section 9: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Section 10: To be granted sick leave with pay, the following procedures must be strictly adhered to:

- (a) The employee shall notify the Department Head or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employees absence shall result in an unauthorized leave without pay for that day.
- (b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
- (c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
- (d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.
- (e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a physician's certification of illness. Claiming sick leave when physically fit shall be cause for discharge.

TERMINAL PAY

Section 11. The Town will provide terminal pay (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation or retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall not exceed an amount determined as follows:

6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of days(or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 12. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 13. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 14. Personal Leave can not be carried over from year to year.

ARTICLE 22
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury. Major illness leave may not be utilized by employees who are injured in the line of duty (Worker's Compensation).

A major illness is defined generally as a non-work related illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit a Physician's Certificate documenting the illness. The application for receiving major illness leave must be recommended by the Department Head and forwarded to the Town Manager for consideration and possible approval. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

ARTICLE 23
FUNERAL LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted three (3) days paid leave at their prevailing rate of pay. In the event that the funeral is held in a state other than Florida, an additional two days of paid funeral leave may be granted at the discretion of the Department Head.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death must be furnished to the Department Head in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Proof of death shall be a published death notice or such other documentation that is acceptable to the Department Head.

ARTICLE 24
JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. Employees shall be entitled to all fees received as a juror.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

ARTICLE 25
INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.
- B. The Town agrees to continue to maintain the current level of coverage (Medical, Dental and Vision) and the Town's employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan.
- C. The employee's agree to share equally in any increase in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

- D. The Town agrees to continue to maintain the current level of coverage for short term and long term disability as defined in the schedule of employee benefits.
- E. The parties agree to reopen negotiations for insurance benefits prior to the second (2nd) and third (3rd) year of this Agreement.

ARTICLE 26
PAY PLAN

Section 1. Effective October 1, 2008 through September 30, 2009, pay schedules recommended range for bargaining unit employees shall be as follows:

<u>Job Title</u>	<u>Minimum</u> <u>Salary Level</u>	<u>Maximums</u> <u>Salary Level</u>
Custodian (Annual) (Hourly)	\$20,566.21 \$ 9.89	\$31,603.16 \$15.19
Equipment (Annual) Operator I (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36
Equipment (Annual) Operator II (Hourly)	\$28,143.24 \$13.53	\$48,620.25 \$23.38
Equipment (Annual) Operator III (Hourly)	\$33,542.50 \$16.13	\$51,000.77 \$24.52
Maintenance(Annual) Worker I (Hourly)	\$20,566.21 \$9.89	\$31,603.16 \$15.19
Maintenance(Annual) Worker II (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36
Maintenance Worker III (Annual) (Hourly)	\$29,863.64 \$14.36	\$46,781.28 \$22.49
Facilities Maintenance (Annual) Worker I (Hourly)	\$24,128.96 \$11.60	\$34,856.64 \$16.76
Facilities Maintenance (Annual) Worker II (Hourly)	\$30,080.04 \$14.46	\$41,621.58 \$20.01
Facilities Maintenance (Annual) Worker III (Hourly)	\$35,706.53 \$17.17	\$51,270.66 \$24.65
Facilities Mechanic I (Annual) (Hourly)	\$28,565.22 \$13.73	\$38,525.76 \$18.52
Facilities Mechanic II (Annual) (hourly)	\$32,676.88 \$15.71	\$45,405.36 \$21.83

Irrigation Technician I (Annual) (Hourly)	\$27,375.00 \$13.16	\$37,723.14 \$18.14
Irrigation Technician II (Annual) (Hourly)	\$31,919.47 \$15.35	\$41,048.28 \$19.73
Storm Water Technician I (Annual) (Hourly)	\$29,863.64 \$14.36	\$46,781.28 \$22.49
Storm Water Technician II (Annual) (Hourly)	\$33,542.50 \$ 16.13	\$51,000.77 \$24.52
Traffic Maintenance Technician I (Annual) Technician (Hourly)	\$27,375.00 \$13.16	\$36,232.56 \$17.42
Traffic Maintenance Technician II (Annual) (Hourly)	\$30,512.85 \$14.67	\$40,131.00 \$19.29
Dock Attendant (Annual) (Hourly)	\$20,969.47 \$10.08	\$31,603.16 \$15.19
Grounds Maintenance(Annual) Crew Leader(Hourly)	\$25,978.37 \$12.49	\$42,542.72 \$20.45
Mechanic I(Annual) (Hourly)	\$25,384.10 \$12.20	\$38,896.20 \$18.70
Mechanic II (Annual) (Hourly)	\$30,308.10 \$14.57	\$47,404.74 \$22.79
Operations Technician I (Annual) (Hourly)	\$29,651.40 14.26	\$43,273.13 \$20.80
Ground Maintenance (Annual) Worker II (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36

The parties agree to reopen negotiations for wages prior to the second (2nd) and third (3rd) year of this Agreement.

Section 2. The Town Manager may in his or her discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. During the term of this Agreement, except as may be otherwise negotiated between the parties, full-time employees shall move through the pay ranges at a percentage determined by the employee's annual evaluation of 0-5% or the percentage rate defined in the Employee Handbook, whichever is greater upon each employee's anniversary date each year.

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, \$500, 10 years, \$1000, 15 years, \$1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan (\$500/year 5 -10 years, \$1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates (\$250 for 5 -10 years; \$500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. No employees shall receive a cost of living pay increase during the first (1st) year of this Agreement, from October 1, 2011 to September 30, 2012. The parties agree to reopen negotiations for wages prior to the second (2nd) and third (3rd) year of this Agreement.

Section 6. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

ARTICLE 27 ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall receive a benefit equal to the employee's normal salary less Worker's Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook. Such benefits shall not be approved when it is determined that the illness/injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave in lieu of the Workers Compensation benefits.

Section 2. The benefits provided in Section 1 of this article shall be paid for a maximum of ninety (90) calendar days.

ARTICLE 28
PENSION FUND

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf. Part-time employees as of the ratification of this Agreement will be grandfathered into the Pension Plan.

The parties agree to reopen negotiations for Pension prior to the second (2nd) and third (3rd) year of this Agreement.

The Town will contribute five percent (5%) of each employee's compensation to each member's retirement account. Each member may contribute up to an amount applicable under current law each year to his retirement account. In addition, the Town will match one-half of a member's contribution up to two and one-half percent (2 ½ %) of the member's annual compensation which shall be suspended during the first year of this Agreement. The Town's maximum contribution to a member's retirement account will be seven and one-half percent (7 ½ %) of the member's annual compensation, except for the first year of this Agreement.

Other provisions of the Town Retirement Plan will be as found in the Adoption Agreement between the Town of Lake Park and the Variable Annuity Life Insurance Company (VALIC).

ARTICLE 29
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall take effect upon ratification by the parties, retroactive to October 1, 2011, and shall remain in full force and effect through the 30th day of September, 2014 and from year to year thereafter, unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this 10TH day of November, 2011.

ON BEHALF OF THE
TOWN OF LAKE PARK

ON BEHALF OF THE UNION

Federation of Public Employees, A
Division of the National Federation Of
Public and Private Employees (AFL-
CIO)

W. Davis
TOWN MANAGER

[Signature]
BUSINESS REPRESENTATIVE

[Signature]
DIVISION PRESIDENT

[Signature]
TOWN OF LAKE PARK
MAYOR
SEAL

TOWN SEAL ATTEST:
FLORIDA

WITNESS

[Signature]
TOWN CLERK

Exhibit "A"

Federation of Public Employees

A Division of National Federation of Public and Private Employees (AFL-CIO) An Affiliate of District 1- MEBA (AFL-CIO)

1700 NW nth Avenue, Suite 100-B, Plantation, Florida 33313

Phone.-- (954) 797-7575 Fax: (954) 797-2922

Application for Membership or

Notice of New Employment

Employer _____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate font specific to that benefit:

(Please Print or Type)

Name (print) _____ Home Phone: _____

Last _____ First _____ Middle _____ area code number _____

Birth date: _____ Social Security: _____

Job Classification: _____ Marital Status: _____ male _____ female _____

Address: _____

Previous Membership: Date Withdrawn: _____

Your Signature: _____ Date Signed _____

Closest Living *Relative*: _____ Relationship _____

Beneficiary: _____ Relationship _____

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1-MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue code.

Department/Location: _____ Name (print): _____

Work and/or Pager#: _____ Name (signature) _____

Social Security: _____ Today's Date: _____

EXHIBIT "B"

FEDERATION OF PUBLIC EMPLOYEES

A division of the National Federation of Public & Private Emp. _____
_____ Affiliated-with--District MEBA (AFL-CIO) 1700 N. W 66th
Avenue -Suite 100 Plantation, Florida 33313.

Office (954) 797-7575 _____ Fax (954) 797-2922 _____

Employer Name _____ Employer Phone _____ Grievance Date _____

Member's Name _____ Location/Dept _____ Classification _____

Member's Address _____ Phone: _____

Immediate Supervisor's Name _____ Phone: _____

1. Employee's Statement of Grievance: _____

Specify the Article's of the Agreement which is/are violated: _____

3. What is the remedy and/or relief sought? _____

Please allow this to serve as the Federation's formal request pursuant to Florida Statutes 119 and/or 447 as follows:

All documents relied on in imposing discipline

Witness statements

Employee evaluations; discipline

Job descriptions for grievant

All time cards for the last -months
release)

Personnel file (see attached

All memoranda/emails, video tapes, cd-roms,
to the above-listed:

Other floppy disks pertaining

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance

Date _____ Employee Signature _____

Date _____ Steward's Signature _____

Date _____ Representative's Signature _____

"Exhibit C"

COMPREHENSIVE ALCOHOL AND DRUG ABUSE
POLICY FOR

THE TOWN OF LAKE PARK MUNICIPAL EMPLOYEES AND PUBLIC WORKERS

FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL
FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO)

Agreement between the Town at Lake Park (the Town) and the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) (The Union) with regard to substance abuse on the job and employee testing for alcohol and drug abuse. The Town and the Union agree as follows:

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy and Procedures on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is hereby implemented pursuant to the Drug-Free Workplace Program under Florida law, Chapter 440, Florida Statutes. This law provides that an employee who is injured in the course and scope of his/her employment and who either tests positive on a drug or alcohol test or who refuses to be tested forfeits his/her eligibility for workers' compensation medical and indemnity benefits.

Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

II. SCOPE

All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state

or federal laws and regulations, certain employees may be subject to additional requirements. Employees covered by a Collective Bargaining agreement may have specific language in their agreement concerning the Town's Drug Free Workplace policy; however, all employees of the Town are expected to comply with the provisions contained in the Town's policy, including any enacted amendments or supplements to Florida law or administrative regulations.

III. DEFINITIONS

The definitions set forth in Chapter 440, Florida Statutes, and the Florida Administrative Code will apply to the terms used in this policy.

IV. ALCOHOL USE PROHIBITIONS

- A. All employees are prohibited from distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of alcohol while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.
- B. Off-duty abuse of alcohol which adversely affects an employee's job performance, or which can be expected to cause harm to the Town's image or relationship with other employees or the public, is prohibited.
- C. For the purpose of this policy, an employee is presumed to be impaired, intoxicated or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the employee has a level of at least .05 percent blood alcohol in his/her system at the time of testing.
- D. An employee who is perceived to be under the influence of alcohol will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors. The determination of what action is appropriate in each case rests solely with the Town.
- E. Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Head who shall immediately notify the Human Resources Director.

V. DRUG USE PROHIBITIONS

- A. All employees are prohibited from manufacturing, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on duty, operating a Town vehicle or equipment or on Town property (including parking areas and grounds) or while otherwise performing Town duties away from the Town. Included within this prohibition are

lawful controlled substances which have been illegally or improperly obtained. Employees are also prohibited from reporting to work or working with the presence of any such illegal or unauthorized controlled substances or excessive amounts of otherwise lawful controlled substances in their systems.

- B. For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.
- C. The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property, or the prescription must be available to be brought in by the employee and made available upon request by the employee's supervisor within a reasonable period of time.
- D. It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

VI. TESTING

The Town shall conduct drug tests in the following circumstances:

- A. Applicant Testing
 - 1. All job applicants will be tested for the presence of illegal drugs as part of the application process.

2. The Town may elect to conduct limited testing of job applicants and only test applicants who apply for certain job positions, based on a reasonable classification basis.
3. The Town may allow a job applicant to begin work pending the results of the drug test; however, any such employment is conditional and may be revoked if the applicant/employee fails the required test.
4. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test, or fails to pass the pre-employment drug test will be ineligible for hire. Such an individual may not reapply for employment with the Town for at least one (1) year from the date of the drug test.

B. Reasonable Suspicion Testing

Employees must submit to a drug test if the Town has reasonable suspicion that they have violated any of the rules set forth in this policy. "Reasonable suspicion" may arise from, among other factors:

1. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Deterioration in work performance.
3. A report of drug use provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his/her employment with the Town.
5. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on Town premises or while operating Town vehicles, machinery or equipment.
6. Abnormal conduct or erratic behavior while at work.

C. Routine Fitness For Duty Testing

An employee will submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Town's established policy or that is scheduled routinely for all members of an employment classification or group.

D. Follow-up Testing

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employee must submit to drug testing as a follow-up to such a program, at least once a year for a two-year period after completion of the program. Advance notice of follow-up testing will not be given to the employee being tested.

E. Random Testing

Employees who are required to have a commercial driver's license (CDL) will be required to submit to drug testing on a random basis.

Selection of employees for random testing will be conducted through the use of a neutral selection process.

When an employee is selected for random testing, both the employee and the employee's supervisor will be notified on the day the test is scheduled to occur.

Testing may be postponed only when an employee's supervisor agrees that there is a compelling need for deferral.

An employee whose random drug test is deferred will be subject to an unannounced test within sixty (60) days.

F. Job Related Accident or Injury

An employee who has a job related accident or injury shall report the incident to the appropriate Department Head immediately, and shall submit to a post-accident drug test immediately following such incident.

G. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations, or as deemed necessary by the Town.

VII. PRIOR TO TESTING

A. The Town may test for any or all of the following drugs:

Alcohol

Amphetamines (Desoxyn, Dexedrine)

Cannabinoids (e.g., marijuana)

Cocaine

Phencyclidine (e.g., PCP)

Methaqualone

Opiates (e.g., opium)

Barbiturates (Phenobarbital, Tuinal, Amytal)

Benzodiazepines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Restoril, Serax, T ranxene, Valium, Vertron, Xanax)

Methadone (Dolophine, Methadone)

Propoxyphene (Darvocet, Darvon N, Dolene)

Metabolites of any substances listed above

B. Job applicants required to submit to drug testing and employees required to submit to drug and alcohol testing must sign a consent agreement and release of liability prior to testing.

C. Because of the potential adverse consequences of positive test results on employees, the Town will employ a very accurate testing program. All samples will be analyzed by a qualified independent laboratory which has been selected by the Town and certified by the Agency for Health Care Administration or the U.S. Department of Health and Human Services.

D. Applicants and employees will be given an opportunity prior to and after testing to provide any information to the Medical Review Officer which they consider relevant to the test including listing all drugs they have taken recently, including prescribed drugs, and to explain the circumstances of the use of those drugs. This medical information is confidential and should be given only to the Medical Review Officer. Applicants and employees will also be provided with a notice of the most common-medications by brand name, as well as the chemical name, which may alter or affect a drug test. Finally, applicants will receive a summary of this policy and a list of employee assistance - programs and local drug rehabilitation programs.

E. An employee injured at the workplace is required to be drug tested and will be taken if necessary to a medical facility for immediate treatment of injuries. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically

feasible to move the injured employee, specimens will be obtained at the treating facility and transported to an approved testing laboratory.

F. No specimens will be taken prior to the administration of emergency medical care. Once this condition has been satisfied, an injured employee must release to the employer the results of any tests conducted for the purpose of showing the presence of alcohol or drugs in his/her system.

G. Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Blood will be used as the initial and confirmation test for alcohol.

H. The Town will pay the cost of initial and confirmation drug tests which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug tests not required by the Town.

VIII. PROCEDURE

- A. The Human Resources Director will coordinate all testing requests except for the random testing carried out under the DOT regulations. Questions regarding this policy or requests for testing should be directed to the Human Resources Director or the Town Manager.
- B. Drug testing shall be conducted in accordance with the following procedures:
1. Collection, transportation and storage of samples shall be conducted with due regard to the privacy of the individual providing the sample and in a manner reasonably calculated to prevent substitution or contamination of the sample. The Town shall use chain-of-custody procedures as established by state and federal rules and guidelines.
 2. Each specimen container shall be labeled.
 3. Employees and applicants shall be given a form on which they may provide any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications or other relevant medical information. The form shall provide notice of the most common medications by brand name, as well as the chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test results.
 4. Tests shall be conducted by a laboratory licensed and approved by the Agency for Health Care Administration or certified by the United States Department of Health and Human Services.

5. Specimens may be taken or collected by a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner or certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment or by a qualified person employed by a licensed or certified laboratory.
6. A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two (2) drug tests as determined by the Agency for Health Care Administration.
7. Specimens yielding a positive confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test:
 - a. for at least 210 days after the result of the test was mailed or otherwise deliver to the Medical Review Officer; or
 - b. if the employee or job applicant undertakes an administrative or legal challenge to the test result and notifies the laboratory of such, until the case or administrative appeal is settled.
8. During the 180 day period after written notification of a positive test result, the employee or job applicant may obtain a portion of the sample for retesting at the employee's or job applicant's expense, by another licensed laboratory licensed and approved by the Agency for Health Care Administration. The laboratory which performed the original test and confirmation is responsible for the transfer of the sample and for the integrity of the chain-of-custody during the transfer.
9. Within five (5) workdays after receipt of a positive confirmed test result from the Medical Review Officer, the Town shall notify the employee or job applicant in writing of the result, its consequences and the employee's or job applicant's options.
10. The Town shall provide a copy of the test results to the employee or job applicant upon request.
11. Within five (5) workdays after receipt of a positive confirmed test result, the employee or job applicant may submit information to the Medical Review Officer explaining or contesting the test results, or to the Town explaining why the results do not constitute a violation of this policy. If the challenge or explanation is unsatisfactory, the employee or job applicant shall be provided with a written explanation as to why the

employee's or job applicant's explanation is unsatisfactory, along with a report of the test results. All such documentation shall be kept confidential and shall be retained by the employer for at least one (1) year.

C. Employee Protection

1. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee.
2. The Town will not request or receive from the testing facility or the Medical Review Officer any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in the body fluids.
3. The Town will not discharge, discipline, refuse to hire, discriminate against or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a Medical Review Officer.
4. The Town shall not discharge, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. The Town retains the right to select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.
5. All authorized remedial treatment, care and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care and attendance provided to the employee after a future date certain will be denied. An employee who voluntarily comes forward before being confronted, tested or involved in a drug-related incident may be provided rehabilitative opportunities, leave or an opportunity to resign as determined by management in consultation with a Town coordinating physician.
6. The Town shall promptly detail in writing the circumstances which formed the basis of a determination that reasonable suspicion existed to warrant testing and shall provide this documentation to the employee

upon request. The original documentation shall be kept confidential and shall be retained by the Town for at least one (1) year.

IX. DISCIPLINARY ACTION

- A. In the case of a first-time violation of the Town's policy, including a positive drug or alcohol test result, the employee will be subject to discipline, up to and including termination of employment. Refusal to submit to testing under this policy will result in forfeiture of eligibility for all medical and indemnity benefits and will subject the employee to termination of employment.
- B. The Town may, at its sole discretion, suspend employees without pay under this policy pending the results of a drug test or investigation.
- C. Any employee having a second positive drug test during his/her employment with the Town will be terminated from employment.
- D. Employees who are not immediately terminated for testing positive or for some other violation of the policy shall, at the Town's sole discretion, be required to execute an agreement acknowledging:
 - 1. That they tested positive or otherwise violated the policy; and,
 - 2. That in exchange for the Town not terminating employment for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation, counseling or other activities prescribed by the Town's coordinating physician in conjunction with management; to undergo periodic unannounced drug testing for a period of two (2) years, and be subject to termination from employment for any future violation of the policy.
- E. Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated from employment, will not be returned to work or continue working until they have been evaluated by the Town's EAP Program Provider in conjunction with administration to determine if they can safely return to work.

X. INVESTIGATIONS/SEARCHES

- A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and

compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.

C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

D. Employees will be subject to discipline, up to and including termination of employment, for refusing to cooperate with searches or investigations.

XI. ARREST OR CONVICTION FOR DRUG-RELATED CRIME

A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.
2. If convicted of a drug-related crime, an employee will be terminated from employment.
3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.
4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.

As a condition of employment, an employee shall immediately notify the Town of any criminal drug statute arrest or conviction.

XII. CONFIDENTIALITY

All information received by the Town as a result of a drug testing program is confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except:

- A. Confidential information may be released pursuant to a written consent form signed voluntarily by the person tested.
- B. Confidential information may be released if such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under Florida law.
- C. Confidential information may be released to a professional or occupational licensing board in a related disciplinary proceeding.
- D. The Town, agents of the Town or laboratories conducting drug tests may have access to and use employee drug test information when consulting with legal counsel in connection with actions brought under or related to Chapter 440 Florida Statutes or when the information is relevant to the Town's defense in a civil or administrative matter.

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2013

Agenda Item No. Tab 4

Agenda Title: Acceptance of the Grant Agreement with the Florida Inland Navigation District for the Lake Park Harbor Marina Breakwater Project – Phase II

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business, Consent Agenda, Old Business, Other.

Approved by Town Manager [Signature] Date: 10/23/13

James C. Hart/Marina Director Name/Title

Table with 3 columns: Originating Department, Attachments, and Advertised. Includes details on costs, funding sources, and notification requirements.

Summary Explanation/Background:

On March 20, 2013, the Town Commission approved Resolution No. 08-03-13 to apply for a grant from the Florida Inland Navigation District (FIND) to construct a breakwater structure at the entrance of the Lake Park Harbor Marina to control boat wakes at this specific location.

Staff received notification on October 10, 2013 from FIND acknowledging approval of the grant in the amount of \$249,115.00 along with two original copies of the grant agreement for execution by the Town of Lake Park (see copy attached). The grant represents reimbursement of 50% of the cost to construct the project which is estimated to cost approximately \$498,230.00.

The funding source at the time of the grant was applied for, requiring a 50% local match, was designated out of settlement funds from the Marina lawsuit. However, we are pursuing other eligible grant sources to replace the settlement funds as they are now designated for improvements to the seawall/sidewalks at the Marina. Other sources of grant funding include the Florida Boating Improvement Program, Palm Beach County/Florida Boating Improvement Program, and the Florida Fish and Wildlife Conservation Committee/Boating Infrastructure Grant Program.

Staff is considering changes to the current plan that includes extending the existing breakwater across the entranceway to a "rip rap" type seawall. FIND has tentatively indicated they will agree to the proposed modifications to the plans as contemplated for the rip rap structure. This type of structure is designed to provide the maximum amount of stability to effectively control wakes based upon directional flow while also providing an environmental habitat for fish and other wildlife. The agreement specifies in paragraph 1, page 1, that "any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR (Town of Lake Park) and the prior written approval of FLORIDA INLAND NAVIGATION DISTRICT".

The Town has until September 1, 2015 to complete the project with submittal of all required payment reimbursement information according to the agreement. FIND may authorize an extension to the agreement for only one year, but not beyond September 30, 2016.

Recommended Motion:

I move to approve acceptance of the grant from the Florida Inland Navigation District in the amount of \$249,115.00 and execute any agreements and necessary documents associated with acceptance of such funds.

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. PB-LP-174

This PROJECT AGREEMENT made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Town of Lake Park, (hereinafter the "PROJECT SPONSOR").

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

1. **PROJECT** - Subject to the provisions of this Agreement and Rule 66B-2 of the Florida Administrative Code (Exhibit "B"), the DISTRICT has determined to provide assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Lake Park Harbor Marina Breakwater Ph II. Said project is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at DISTRICT headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 1, 2015**, unless the PROJECT period has been extended with the prior written approval of the DISTRICT. In no event other than a declared state of emergency that affects the project completion shall the PROJECT period extend beyond three (3) years from October 1, 2013. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this Agreement beyond September 30, 2016, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

Any request for extension of funding beyond the dates set forth in the preceding paragraph shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original project agreement expiration. This request will then be considered by the DISTRICT Board, whose decision shall be final.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute no more than Fifty percent (50%) of the PROJECT SPONSOR'S out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized PROJECT COSTS as shown in Exhibit A and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed \$249,115.00.

Any modifications to the PROJECT'S Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this Agreement, have provided the DISTRICT with suitable evidence of the availability of such funds using DISTRICT Form #95-01 (Exhibit C), and including upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under the Project Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit A. PROJECT COSTS must be incurred and work performed within the PROJECT period, with the exception of pre-agreement costs, if any, consistent with Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Project Agreement unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in

payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit A, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of the Agreement, reimbursement for all PROJECTS approved as Phase I projects will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further District funding. Procedures set forth below with respect to reimbursement by the District are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the PROJECT AMOUNT less any prior installment payments. The Payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), and (4) submission of a photograph of the PROJECT showing the sign required by Paragraph 17. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT facility.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **NONCOMPLIANCE** - The DISTRICT shall have the right to reimbursement, either in whole or part as it may determine, of the funds provided hereunder for noncompliance by the PROJECT SPONSOR with any of the terms of this Project Agreement. Upon notification from the DISTRICT, the PROJECT SPONSOR shall reimburse such funds directly to the DISTRICT. The provisions of this paragraph shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Project Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of the Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this Agreement.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with state and federal statutory requirements for accessibility by handicapped persons as well as all other federal, state and local laws, rules and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision. When such is required, adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

16. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years prior to or immediately following completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

17. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the project entrance of the completed project, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this paragraph shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other type projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

18. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by project sponsor, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

19. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

20. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section

768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

21. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

22. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

23. **WAIVERS** - Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

24. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Town of Lake Park
Attention: Marina Director, Lake Park Harbor Marina
105 Lake Shore Drive
Lake Park, FL 33403

25. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

26. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

27. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event

the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this document, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

28. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

DATE: _____

WITNESSES:

PROJECT SPONSOR

By: _____

Title: _____

DATE: _____

Exhibit A

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2013**

**PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)**

PROJECT TITLE: Lake Park Harbor Marina Breakwater Project/Phase II-#PB-LP-08-130

APPLICANT: Town of Lake Park

Project Elements <i>(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost	FIND Cost
<p align="center"><u>PHASE II Construction</u></p>			
<ul style="list-style-type: none"> • Element 1 – Detached Breakwater 	194,350.00	97,175.00	97,175.00
<ul style="list-style-type: none"> • Element 2 – NS Breakwater 	288,880.00	144,440.00	144,440.00
<ul style="list-style-type: none"> • Element 3 – Channel Markers 	15,000.00	7,500.00	7,500.00
** TOTALS =	<u>\$ 498,230.00</u>	<u>\$249,115.00</u>	<u>\$249,115.00</u>

EXHIBIT B

CHAPTER 66B-2 — WATERWAYS ASSISTANCE PROGRAM (2013)

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection,

EXHIBIT B

and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and

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budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, inlet channel maintenance, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be

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made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) **Waterway Impacts:** All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) **Project Maintenance:** The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) **Education Facilities and Programs:** Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) **Public Information Availability:** Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) **Third-Party Project Operators:** Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) **Non-compliance:** The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) **Fees:** Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management

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policies, fiscal responsibilities and operational needs for the upcoming year. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (a) through (f) Waterways Assistance Program Application Evaluation and Rating Worksheet (effective date 4-24-06); and 93-25 and 93-25 (a), (b) and (c) Waterways Assistance Program Navigation Districts Application Evaluation and Rating Worksheet (effective date 4-24-06), hereby incorporated by reference and available from the District office.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of

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inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more public accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

All other public navigation projects or project elements must have a minimum of one facility open to the public and will only qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: All land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in

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subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History--New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and 93-22a, Project Information Navigation Related Districts (effective date 4-24-06) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. All applications for financial assistance and support through this program from navigation related districts shall be made on FIND Form Number 93-22 (effective date 4-24-06), hereby incorporated by reference and available from the District office, and shall include a detailed cost estimate submitted on FIND Form No. 90-25. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such

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forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) **Interlocal Agreements:** Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) **Application Presentations:** Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) **Application Evaluation and Rating Score:** Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application Evaluation and Rating Worksheets No. 91-25 (a thru f) for Waterways Assistance Program applications, and 93-25 (a, b and c) Waterways Assistance Program Navigation Related Districts applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06).

(10) **Funding Determination:** The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) **Eligible Projects:** Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps,

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launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;
9. Derelict Vessel Removal;
10. Waterways related environmental education programs and facilities;
11. Public fishing and viewing piers;
12. Public waterfront parks and boardwalks and associated improvements;
13. Maritime Management Planning;
14. Waterways boating safety programs and equipment;
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and
16. Environmental restoration, enhancement or mitigation projects, and
17. Other waterway related projects.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;
2. Restrooms for non-waterway users;
3. Roadways providing access to non-waterway users;
4. Parking areas for non-waterway users;
5. Utilities for non-waterway related facilities;
6. Lighting for non-waterway related facilities;
7. Project maintenance and maintenance equipment;
8. Picnic shelters and furniture;
9. Vehicles to transport vessels; and
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, and organizational conferences.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

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- a. Project management, administration and inspection;
- b. Design, permitting, planning, engineering or surveying costs for completed construction project;
- c. Restoration of sites disturbed during the construction of an approved project;
- d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting vessels are eligible for a maximum of \$60,000 in initial District funding. Marine law enforcement and other vessels are eligible for a maximum of \$30,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility

EXHIBIT B

is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) The District shall participate in one plan per County. Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to assign the mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12.

EXHIBIT B

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) **Project Agreement:** For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) **Matching Funds:** The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) **Agreement Modification:** All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) **Project Reporting:** The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office.

(5) **Reimbursement Requests:** The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) **Project Inspection:** Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) **Project Completion:** The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) **Project Completion Requirements:** Upon completion of the project, the liaison agent shall provide the following to the project manager:

EXHIBIT B

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets

EXHIBIT B

generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall

EXHIBIT B

include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$20,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this

EXHIBIT B

program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) **Application Procedure:** Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) **Availability:** The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) **Applicant Eligibility:** The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) **Funding:** District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) **Funding Eligibility:** The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____ BILLING #: _____

Amount of Assistance		_____
All Funds Previously Requested	✂	_____
Balance Available	=	_____
Funds Requested		_____
Less Retainage (-10% unless final)	✂	_____
Check Amount	=	_____
Balance Available		_____
Less Check Amount	✂	_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description	Check No.	Total	Applicant
FIND			
(Should correspond to	Vendor Name and Date	Cost	Cost
Cost			
Cost Estimate Sheet			
Categories in Exhibit "A")			

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Project Completion Certification

http://www.aicw.org/closeout_wap.jsp

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

**ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT**

http://www.aicw.org/wapapp_pdf.jhtml?method=view&wapapp_pdf.id=1

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD

Oct 1-DEC 15 ___ ; Dec 15-Mar 1 ___ ; Mar 1-June 15 ___ ; June 15-Sep 1 ___
Report Due: (Dec 30) (March 15) (June 30) (Sep 15)

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

EXHIBIT H

http://www.aicw.org/bids.jhtml?method=listByCat_id&bids.cat_id=4

