



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, November 17, 2010, Immediately
Following the CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

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

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

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PUBLIC and OTHER COMMENT

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

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

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

For Approval:

1. Regular Commission Meeting Minutes of October 20, 2010 Tab 1
 2. Resolution No. 52-11-10 Final Budget Amendment for Fiscal Year 2009/2010 Tab 2
 3. Non-Exclusive Roll-Off Service Franchise Agreements Tab 3
- H. **BOARD APPLICATION**
4. CRA Board – Gladys Bryant Tab 4
- I. **PRESENTATION**
5. Presentation on Cost Alternatives for Town Wide Street Lighting Tab 5
- J. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**
- K. **ADJOURNMENT:**

Consent Agenda

TAB 1



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

Meeting Date: **November 17, 2010**

Agenda Item No. **1**

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

SUBJECT: Regular Commission Meeting Minutes of October 20, 2010

RECOMMENDED MOTION/ACTION: To approve the Regular Commission Meeting Minutes of October 20, 2010.

Approved by Town Manager *[Signature]* Date: 11/9/10
 Deputy Clerk *[Signature]* Date of Actual Submittal 11/9/10

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

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 20, 2010, 8:33 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 20, 2010 at 8:33 p.m. Present were Mayor Desca DuBois, Vice-Mayor Patricia Osterman, Commissioners Kendall Rumsey, Steven Hockman and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

The “Be a Hero” Proclamation was added to the Consent Agenda.

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

Vote on Motion:

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

Motion passed 5-0

PUBLIC AND OTHER COMMENTS:

Andy Flack 251 W. 11th St. Boynton Beach, FL – stated that he was with the Riviera Beach Maritime Academy. He stated that the school wanted to thank the Town and Marina Director Mike Pisano for allowing them to put on their 3rd annual Father’s Fishing Challenge over Father’s Day weekend. He stated that they drew in almost 70 boats and 300 to 400 people. He stated that the Marina was the jewel of Lake Park. He stated that he enjoyed the Marina, its staff and Marina Director Mike Pisano. He stated that the Marina is always clean. He read and presented a plaque of appreciation to Marina Director Mike Pisano.

CONSENT AGENDA:

1. Resolution No. 48-10-10 Mayor to Sign Amended Contract with Hy-Byrd
2. Resolution No. 49-10-10 Interlocal Agreement with Palm Beach County to Grant 2.4 Million to Purchase Marina Boat Trailer Parking Lot
3. Proclamation for “Be a Hero” Month

Public Comment Open.

None

Public Comment Closed.

Commissioner Hockman pulled item numbers 1 and 2 from the Consent Agenda.

Motion: A motion was made by Commissioner Rumsey to approve item number 3 of the Consent Agenda; Commissioner Hockman made the second.

Vote on Motion:

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

Motion passed 5-0

Commissioner Hockman asked if the Hy-Byrd contract was being amended to add an additional year and if it was being renewed.

Town Manager Davis stated that that was correct.

Commissioner Hockman asked if Hy-Byrd was not willing to change the amount and keep it going until next year.

Community Development Director explained that Hy-Byrd wanted a three year contract and to also bring it down to \$85,000.

Commissioner Hockman asked if the Town would be able to amend the contract again next year if there were no permits or inspections.

Town Manager Davis stated that she believed there was an out in the contract where they were not locked in for 3 years.

Attorney Baird explained that it was a three year contract and 90 days before the end of each year, either party can give notice to cancel the contract.

Commissioner Hockman stated that Section 3.2 needed to be amended as well to match the rest of the contract.

Community Development Director thanked Commissioner Hockman and stated that he would make the changes.

Commissioner Longtin asked if Commissioner Hockman could explain why the changes needed to be made to that section.

Commissioner Hockman explained the reasons that Section 3.2 needed to be changed.

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

Vote on Motion:

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

Motion passed 5-0

Commissioner Hockman stated he would like the removal of the building included so that the Town would not have to maintain liability insurance and another cost factor to maintain the building.

Town Manager Davis stated that Commissioner Hockman had a good point but the item was not a purchase contract. She explained that it was just an interlocal agreement between the County and the Town where the County was going to provide the Town with 2.4 million dollars.

Commissioner Hockman stated that he understood that but the agreement also stated that there was a building. He stated that the section should be corrected to state that the building is removed as part of the deal.

Town Manager Davis explained that there was nothing in the agreement that would prohibit the Town from removing the building. She stated that when there is a purchase

agreement between the Town and the seller the building could be negotiated at that time. She explained that the interlocal agreement was for the Town to accept the 2.4 million dollars from the County.

Commissioner Hockman stated for the record that per the agreement, if the Town decides because of economics to do whatever, the Town does have to pay back the 2.4 million dollars back to the County unless they turn back the property to the County.

Town Manager Davis clarified and explained that the 2.4 million dollars was to pay for the land to add boat trailer parking at the corner of Silver Beach Rd. and U.S. Highway One. The purpose of the grant is to acquire the property to add an additional 32 boat trailer parking spaces in perpetuity for the Marina. Should the Town choose to build something else like a restaurant then the Town would have to return the grant money. The agreement binds the Town to utilize the property as boat trailer parking and additional water access.

Commissioner Hockman stated that he also saw in the agreement that the plan was to install kiats along Lake Shore.

Town Manager Davis explained that the project was subject to grant funding only.

Commissioner Hockman stated that he wanted to make sure that the agreement was not an actual purchase because it reads that way.

Commissioner Longtin asked if there was a purchase agreement already in the process.

Town Manager Davis stated that an attorney was currently reviewing a purchase agreement.

Commissioner Longtin asked how many years did the agreement have to be held.

Town Manager Davis stated that the agreement was to be held in perpetuity.

Motion: A motion was made by Commissioner Rumsey to approve item number 2 of the Consent Agenda; Vice-Mayor Osterman made the second.

Vote on Motion:

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

DuBois	X		
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Motion passed 5-0

ORDINANCE ON 1st READING:

ORDINANCE NO. 12-2010 – Swale Maintenance

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

Public Comment Open.

None

Public Comment Closed.

Community Development Director Patrick Sullivan explained the reason for Ordinance No. 12-2010.

Commissioner Hockman stated that it read in the Ordinance that the property owner was responsible for any cracks in the sidewalk which is Town owned.

Mayor DuBois explained that the language in the Ordinance has not changed and that the sidewalk repair has been an issue for a few years.

Community Development Director explained that if the property owner was responsible for the breakage in the sidewalk then they were responsible for the repair otherwise Public Works would repair the sidewalk. He stated that the changes in the Ordinance were regarding the paintings and markings in the sidewalks.

Commissioner Rumsey stated that if the Town was telling them to maintain the sidewalk even though they have no rights to it, then those property owners should be able to paint it if they want to. He stated that the Town was telling property owners they have to maintain the property and they have no rights over the property. He stated that he had an issue with that.

Mayor DuBois stated that she understood Commissioner Rumsey's point but had to agree with the Ordinance for the sake of uniformity throughout the Town.

Commissioner Rumsey stated that when he purchased his home his sidewalk was cracked. He stated that what if Code Enforcement had come to him and asked him to repair the sidewalk that was Town owned.

Mayor DuBois asked Town Manger Davis to explain. She stated that there was a previous incident with former Commissioner Balius who had a neighbor who kept driving over his sidewalk and breaking it and there had been an issue with that.

Community Development Director Sullivan explained that according to the code, unless there was clear evidence that the property owner was responsible Public Works would repair the sidewalk.

Vice-Mayor Osterman clarified further and stated that there was a situation where a homeowner was perpetually driving over their sidewalk with a boat and cracking the sidewalk and there was another situation where a homeowner planted a tree too close to the sidewalk and the roots were growing up and cracking the sidewalk. She stated that those were two cases in which the homeowners where clearly responsible. She stated that for normal wear and tear of the sidewalk the responsibility falls on the Town.

Discussion ensued between the Commissioners and Community Development Director Sullivan regarding Ordinance No. 12-2010.

Motion: A motion was made by Commissioner Rumsey to approve Ordinance No. 12-2010 upon first reading; Vice-Mayor Osterman made the second.

Vote on Motion:

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

Motion passed 3-2

Discussion continued among the Commissioners regarding the changes that they wanted to make to Ordinance No. 12-2010 before its second reading.

Attorney Baird read Ordinance No. 12-2010 by caption-only.

PUBLIC HEARING(S):

ORDINANCE ON SECOND READING:

ORDINANCE NO. 11-2010 - Change in Code for New Town Logo

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

Public Comment Open.

None

Public Comment Closed.

Commissioner Longtin stated that she wanted to make it clear that it was the business owners, not the Commission that wanted to change the Town logo. She stated that it was a beautiful logo and Commission and staff have chosen well but she did not agree that it was a necessary expense and would be voting against it.

Motion: A motion was made by Commissioner Rumsey to approve Ordinance No. 11-2010 upon second reading; Vice-Mayor Osterman made the second.

Vote on Motion:

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

Motion passed 3-2

Town Attorney Baird read Ordinance No. 11-2010 by caption-only.

DISCUSSION AND POSSIBLE ACTION:
Street Closure & Traffic Calming Options

Mayor DuBois stated that when this issue was brought up a few months ago she had stated very clearly that she would not vote to close a street in the Town. She stated that other traffic calming options were discussed. She stated that in e-mails and letters she received from residents they had made it known to her that not one person does a Town make and she wanted to make it clear that she understood that. She stated that she wished for the question to go to referendum so that the citizens themselves could make the decision and she would not vote to break any ties that have been made as a result of the last workshop. She stated that she wished for the citizens to vote and she will keep her word.

Commissioner Longtin asked Mayor DuBois if she was voting nay on street closures.

Mayor DuBois stated that she was voting nay on street closures.

Commissioner Longtin stated that Mayor DuBois' nay vote would break the tied votes.

Mayor DuBois agreed.

Commissioner Longtin stated that she wanted to change her vote to calming streets and that she was in favor of calming not closing.

Mayor DuBois mentioned cameras at stop signs as a possibility.

Vice-Mayor Osterman asked if calming was a whole different procedure and would be not be a referendum question. She stated that calming could be a lengthier process.

Commissioner Rumsey recommended not doing anything at this point and wait until there was time to work on the issue.

Commissioner Longtin recommended discussing the item in next year's budget and to keep traffic calming in mind.

Mayor DuBois stated that there was a website called Victoria Transport Institute where you can research traffic calming studies. She stated that she agreed with Commissioner Longtin that the Commission should spend time discussing the issue and studying it as well as discussing it at budget time next year.

Commissioner Rumsey asked if the Commission wanted to pay for traffic calming out of the budget or wanted the traffic calming to go to referendum.

Mayor DuBois expressed her concerns regarding the traffic calming issue. She stated that it should be discussed whether to pay for the traffic calming out of the budget or letting it go to referendum.

Commissioner Rumsey stated that he would not vote for the issue for the traffic calming to go to referendum next year.

Discussion ensued between the Commissioners regarding the traffic calming issue.

The Commission came to consensus to table the traffic calming and street closure issue until further notice.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Hockman recommended looking into having a parking pass available for residents for one year.

Vice-Mayor Osterman stated that those fees cannot be waived because of grant restrictions.

Commissioner Hockman asked why fees could not be waived for special events such as the Cancer Society Relay for Life. He expressed his concerns regarding not waiving fees for special events. He stated that he was shocked that parking for the employee picnic was waived. He stated that he felt that it was a double standard. He recommended that Community Redevelopment Agency Director Richard Pittman to review the plans to renovate 7th Street to U.S. Highway One on Park Avenue because there were pages missing and the drawings did not look complete. He discussed and expressed his concerns with the plans. He stated that he also wanted him to review the Lake Shore Drive plans as well.

Vice-Mayor Osterman stated that Commissioner Hockman was being deposed by the defendants on the Marina lawsuit. She asked Attorney Baird if that fact changes anything.

Attorney Baird stated that “no” it did not change anything.

Vice-Mayor Osterman stated that she wanted Commissioner Hockman to step down as a Commissioner from the Town Commission.

Commissioner Hockman stated that he did not know why the opposing attorneys want to take his deposition. He stated “Yes, for some reason unbeknown to me the opposing attorneys apparently want to take my deposition. Exactly why, I don’t know. I know no more about the Marina today than I did a year ago. In my opinion, it’s a waste of my time in their interest or anybody’s at this point, but it’s not going to be something. I’m still a citizen of this Town and I do have the Town’s interest at heart and always have and always will. I’ve spoken to our Town’s attorney about and this may not even go anywhere, but I’m not going to step down.”

Commissioner Longtin stated that she unable to open files on her computers that end with an “x”. She asked if any files are sent to her to please not have an “x” on the end of them. She stated that she was not surprised that Commission and staff did not have to pay for parking meters since it was typical of those in government to impose fines, fees, and taxes that they don’t have to pay on others. She announced that Kiwanis was having

a Halloween Costume Party on October 29th from 6 p.m. to 8 p.m. She stated "Get informed and vote on Tuesday."

Commissioner Rumsey stated that he still could not hear or see channel 18 from his home. He stated that during budget discussions the idea of a program where departments came up with a general savings for the Town was brought up. He asked if the item could be brought back to the Commission for discussion.

Town Manager Davis stated that the research was done and there was not a prohibition to the idea and staff planned on bringing the agenda item to the second meeting in November.

Commissioner Rumsey stated that it has been said that parking meters were a hot topic within the Town. He stated that it is a hot topic when people go out and make it a hot topic by ruffling feathers in the community and get people upset then it will remain a hot topic. He addressed Commissioner Hockman and stated that he had no doubt in his mind that he had the Town's best interest at heart when he has to be deposed. He stated that however it concerns him when Commissioner Hockman makes comments like he wants to sit down with Mr. Pittman and review the plans so that you can give him his ideas for Lake Shore Drive. He stated that the Town had engineers for a purpose and Commissioner Hockman was not an engineer. He stated that as the Commission has their own individual expertise, they should not overstep their expertise and still work with the community in a way that will benefit everyone.

Mayor DuBois stated that one of the things she would like to request was to give breaks to charities. She stated that former Commissioner Daly stated that if you gave breaks you would have to give breaks to all. She stated that staff works so hard with so little and have done so for so long and it was great that they had an employee picnic. She stated that she was also surprised that they received the parking pass for the employee picnic but would never in any shape or form think about going to the employees for reimbursement. She stated that she had donated money for the picnic and asked Town Manager Davis to find out how much was lost in parking meter money for that event and she would reimburse the Town for it. She thanked the Lake Park employees for working so hard and she enjoyed her time with them at the picnic.

Attorney Thomas Baird stated that he distributed an memo regarding the social networking sites to the Commission. He stated that if they had any questions regarding it they could give him a call. He stated that there was a lot of legal opinion regarding the ramifications the social networks cause because of the Sunshine Law and Public Records Law. He stated that the sites could raise a lot of issues and were hard to control.

Town Manager Maria Davis stated that the West Ilex Park renovations were 50% complete. All of the concrete works was finished. The picnic shelter's concrete beams have been constructed and the roofing would begin next week and fencing was under way. She stated that they were doing drainage enhancements at 801 Lake Shore Drive. She stated that they were re-contouring the swales in order to alleviate the flooding conditions on their sidewalk. The way finding signs were being fabricated and hoped to

have them installed by Thanksgiving. She stated that there were two residents at the park during the employee picnic. She stated that she wanted to make it clear that not one penny of tax payer dollars was spent on that picnic. She stated that donations were received from Mayor DuBois, the Town Attorney, herself, and several others who were kind enough to donate. She announced the Classic Car Show on Park Avenue Saturday, October 23rd from 5 p.m. to 8 p.m.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rumsey and seconded by Vice-Mayor Osterman, and by unanimous vote, the meeting adjourned at 9:52 p.m.

Mayor Desca DuBois

Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 17, 2010

Agenda Item No. 2

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Final Budget Amendment for Fiscal Year 2009/2010.

RECOMMENDED MOTION/ACTION: Approve Resolution.

Approved by Town Manager W. Davis Date: 11/5/10
Anne M. Costello 11/4/10
 Anne M. Costello, Finance Director Date of Actual Submittal

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

Summary Explanation/Background: This resolution will amend the adopted revenues and expenditures for Fiscal Year 2009/2010. The purpose of this amendment is "housekeeping" for the

proper presentation of financial statements in the audit. For example, revenues that have been received that were not anticipated during the budget process along with corresponding expenditures where no line item appropriations had been provided for in the budget.

Additionally, this past fiscal year, based upon the recommendation of the external auditors, fuel consumption and corresponding reimbursement from the Palm Beach County Sheriff's Office are recorded in expenditure and revenue lines in the General Fund budget. This procedure provides for greater transparency and accountability of these expenditures and reimbursements. This was not provided for in the adopted budget thus requiring an amendment. The resolution provides for a revenue estimate and corresponding expenditure appropriation.

Finally, the Town and Community Redevelopment Agency entered into an Inter-local Agreement (ILA) to provide funding for the purchase of properties and related improvements within the CRA district. The Town secured the financing and in turn provided a loan to the CRA for these projects. The debt service payments were budgeted within the CRA. Due to the nature of the ILA, the debt payments must be recorded in the General Fund along with a corresponding transfer from the CRA. The financial reporting requirement of this transaction was not known at the time of budget preparation thus requiring an amendment to provide the appropriate line items to record the payments and transfer.

RESOLUTION NO. 52-11-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2009-2010 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 46-09-09; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2009 and ending September 30, 2010; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 45-09-09 a final millage rate for the fiscal year 2009-2010; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2009-2010; which was adopted by Resolution No. 46-09-09.

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

Section 1. An amended final budget of the Town of Lake Park General Fund is hereby approved and adopted as set out in Attachment "A".

Section 2. The Town Manager is hereby authorized to amend/transfer authorization between departmental accounts provided; however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

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

Section 4. This resolution shall take effect immediately upon adoption.

Attachment "A" - General Fund Appropriations

Revenue:	Amount	Expenditures	Amount
001-347.200 Recreation - Summer Camp	5,180	600-57220 Prog. Exp. - Summer Camp	5,180
001-347.925 Recreation - Ballfield Lighting	1,050	600-43000 Utilities	1,050
001-347.935 Recreation - Car Show	200	600-48035 Promotional - Car Show	200
001-366.710 Donations - Summer Read. Prog.	3,000	700-52010 Oper. Exp. Children's Prog.	3,000
001-369.320 Reimbursement - PBSO Fuel	111,765	200-52100 Gasoline & Diesel Fuel	111,765
001-381.130 Trans. From CRA - 2009 ILA	91,320	900-71030 Principal - CRA Projects 2009	36,430
		900-72030 Interest - CRA Projects 2009	54,890
Total Appropriations	<u><u>207,335</u></u>		<u><u>207,335</u></u>

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 17, 2010

Agenda Item No. 3

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Non-Exclusive Roll-off Service Franchise Agreements

RECOMMENDED MOTION/ACTION: Execute the Non-Exclusive Roll-off Service Franchise Agreements with Three Qualified Vendors.

Approved by Town Manager W. Davis Date: 11/9/10
David Hunt / Public Works Director **November 9, 2010**
 Date of Actual Submittal

Originating Department: Public Works	Costs: \$ Funding Source: Acct. #	Attachments: Agreements for the Town and Vendors to execute.
Department Review: <input checked="" type="checkbox"/> Attorney <u>JGB</u> <input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <u>AMC</u> <input type="checkbox"/> Fire Dept	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input checked="" type="checkbox"/> Public Works <u>JGH</u> <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: <u>October 3, 2010</u> Paper: <u>Palm Beach Post</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>JGH</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: Resolution No. 41-09-10 replaced the 2004 resolution which allowed for an exclusive agreement for the Town's roll-off collection and disposal services. The attached agreements are with three firms which have met the new resolution's criteria for operating these services in the Town. By creating the non-exclusive franchises, the Town has created a competitive environment for multiple vendors that should benefit the businesses and homeowners that need the services of a commercial cardboard compactor or construction & demolition debris hauler.

COMPANY #1

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES
WITHIN THE TOWN OF LAKE PARK**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT made and entered into as of this 17th day of November 2010, by and between the Town of Lake Park, Florida, (Town) whose address is 535 Park Avenue, Lake Park, Florida 33403 and Waste Pro USA, Inc., a Florida corporation, with a business address at 2101 W. State Route 434, Suite 315, Longwood, Florida 32779 ("Franchisee").

WITNESSETH:

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

WHEREAS, pursuant to Resolution 41-09-10, the Town Commission created a process for granting non-exclusive franchises for roll-off collection services within the Town; and

WHEREAS, pursuant to Resolution No. 41-09-10 any person, firm, company or corporation may apply to the Town for a non-exclusive franchise for roll-off containers; and

WHEREAS, in order to be granted a non-exclusive franchise an applicant must comply with the process and criteria set forth in Resolution 41-09-10; and

WHEREAS, those applicants who have been determined by the Town staff to have complied with the process and criteria are expected to enter into a non-exclusive franchise Agreement with the Town.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, and for

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 – The "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. - Engaging in business of roll-off collection services.

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a non-exclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The non-exclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No non-exclusive franchise granted pursuant to this Agreement shall be deemed the property of the holder thereof. The Town may grant a non-exclusive franchise subject to specific terms and conditions necessary to ensure that the terms of this Agreement are met.

(b) The non-exclusive franchise authorized by this Agreement may be used only by the firm, company or corporation issued the non-exclusive franchise, and its direct employees, but not related or affiliated firms. The firm, company or corporation granted a non-exclusive franchise may not subcontract with any other individual, firm, company or corporation to provide services under this non-exclusive franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a non-exclusive franchise by the Lake Park Town Commission.

(c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its non-exclusive franchise.

(d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.

(e) The franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all

spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.

(f) No roll-off collection services can be performed east of the FEC Rail lines before 7:00 a.m.

(g) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of roll-off collection services within the Town.

(h) The Town reserves unto itself, in its sole discretion, the power to modify the roll-off collection non-exclusive franchise program established in this Agreement; including but not limited to the right to revoke the non-exclusive franchise granted, to change or limit the rights granted, or to otherwise modify the non-exclusive franchise program. Any such revision, modification or revocation of this non-exclusive franchise program shall be by resolution duly enacted by the Lake Park Town Commission.

(i) Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct roll-off collection services.

(j) The grant of a non-exclusive franchise does not relieve any corporation, firm or company from complying with the requirements of Chapter 403, Florida Statutes, and the Department of Environmental Protection's Rules, OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

SECTION 3. - Non-exclusive franchise fee requirement; monthly fees; reporting requirements.

(a) The franchisee shall pay to the Town a non-exclusive franchise fee of \$1,500.00 per year, payable the next business day following the Town Commission's approval of the non-exclusive franchise and annually thereafter on the same date during the second and third years of the non-exclusive franchise term. This fee shall be in addition to the quarterly roll-off collection fee and the business tax charged by the Town.

(b) The franchisee shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.

(c) The franchisee shall, each quarter, within 30 days of the last day of each calendar quarter, deliver to the Finance Director or designee:

(1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.

(2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.

(3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.

(d) No property owner may share a roll-off collection account with another property owner.

(e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this Agreement as a condition of the renewal of its business tax receipt.

(f) The franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisee's compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the non-exclusive franchise, as provided in this Agreement and allowed by law.

SECTION 4. - Rates for roll-off collection services.

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.

(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

SECTION 5. - Disposal required at Town- and/or county-approved facilities.

Any and all solid waste material collected by the franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Solid Waste Authority and at no other location or facility. The franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the non-exclusive franchise.

SECTION 6. - Insurance/ Workers Compensation.

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement

requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

SECTION 7. - Authorization to provide services.

The franchisee shall be authorized to provide roll-off collection services only upon payment of the annual non-exclusive franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

SECTION 8. – Term of non-exclusive franchise.

The term of this non-exclusive franchise shall be for a period of three (3) years commencing January 1, 2011 and terminating December 31, 2013.

SECTION 9. - Transfer of non-exclusive franchise.

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the non-exclusive franchise, in writing, within 30 days of the transfer, to the Town and shall provide the requisite evidence of required insurance and financial responsibility. A non-exclusive franchise may not be transferred to a new operational location. Transfer of a non-exclusive franchise to a successor entity is not final until approved by the Town. Once transferred, the non-exclusive franchise shall remain in effect until the original expiration date.

SECTION 10. - Revocation of non-exclusive franchise.

(a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any non-exclusive franchise previously granted for a franchisee's failure to comply with any section of this Agreement.

(b) The violation of any of the terms and conditions of this Agreement which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its non-exclusive franchise.

(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a non-exclusive franchise.

(d) In the event the Town proposes to revoke the non-exclusive franchise for any violation of this Agreement, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its

application to the Town, or if changed at the location of its Palm Beach County office as required herein.

SECTION 11. - Demolition debris; debris hauling fee; volume determination for debris.

(a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.

(b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.

(c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained in the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

COMPANY #2

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES
WITHIN THE TOWN OF LAKE PARK**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT made and entered into as of this 17th day of November 2010, by and between the Town of Lake Park, Florida, (Town) whose address is 535 Park Avenue, Lake Park, Florida 33403 and Waste Management Inc. of Florida, a Florida corporation, with a business address at 2700 NW 48th Street, Pompano Beach, Florida 33073 ("Franchisee").

WITNESSETH:

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

WHEREAS, pursuant to Resolution 41-09-10, the Town Commission created a process for granting non-exclusive franchises for roll-off collection services within the Town; and

WHEREAS, pursuant to Resolution No. 41-09-10 any person, firm, company or corporation may apply to the Town for a non-exclusive franchise for roll-off containers; and

WHEREAS, in order to be granted a non-exclusive franchise an applicant must comply with the process and criteria set forth in Resolution 41-09-10; and

WHEREAS, those applicants who have been determined by the Town staff to have complied with the process and criteria are expected to enter into a non-exclusive franchise -Agreement with the Town.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, and for

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 – The “Whereas” clauses are true and correct and are incorporated herein.

SECTION 2. - Engaging in business of roll-off collection services.

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a non-exclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The non-exclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No non-exclusive franchise granted pursuant to this Agreement shall be deemed the property of the holder thereof. The Town may grant a non-exclusive franchise subject to specific terms and conditions necessary to ensure that the terms of this Agreement are met.

(b) The non-exclusive franchise authorized by this Agreement may be used only by the firm, company or corporation issued the non-exclusive franchise, and its direct employees, but not related or affiliated firms. The firm, company or corporation granted a non-exclusive franchise may not subcontract with any other individual, firm, company or corporation to provide services under this non-exclusive franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a non-exclusive franchise by the Lake Park Town Commission.

(c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its non-exclusive franchise.

(d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.

(e) The franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all

spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.

(f) No roll-off collection services can be performed east of the FEC Rail lines before 7:00 a.m.

(g) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of roll-off collection services within the Town.

(h) The Town reserves unto itself, in its sole discretion, the power to modify the roll-off collection non-exclusive franchise program established in this Agreement; including but not limited to the right to revoke the non-exclusive franchise granted, to change or limit the rights granted, or to otherwise modify the non-exclusive franchise program. Any such revision, modification or revocation of this non-exclusive franchise program shall be by resolution duly enacted by the Lake Park Town Commission.

(i) Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct roll-off collection services.

(j) The grant of a non-exclusive franchise does not relieve any corporation, firm or company from complying with the requirements of Chapter 403, Florida Statutes, and the Department of Environmental Protection's Rules, OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

SECTION 3. - Non-exclusive franchise fee requirement; monthly fees; reporting requirements.

(a) The franchisee shall pay to the Town a non-exclusive franchise fee of \$1,500.00 per year, payable the next business day following the Town Commission's approval of the non-exclusive franchise and annually thereafter on the same date during the second and third years of the non-exclusive franchise term. This fee shall be in addition to the quarterly roll-off collection fee and the business tax charged by the Town.

(b) The franchisee shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.

(c) The franchisee shall, each quarter, within 30 days of the last day of each calendar quarter, deliver to the Finance Director or designee:

(1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.

(2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.

(3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.

(d) No property owner may share a roll-off collection account with another property owner.

(e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this Agreement as a condition of the renewal of its business tax receipt.

(f) The franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisee's compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the non-exclusive franchise, as provided in this Agreement and allowed by law.

SECTION 4. - Rates for roll-off collection services.

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.

(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

SECTION 5. - Disposal required at Town- and/or county-approved facilities.

Any and all solid waste material collected by the franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Solid Waste Authority and at no other location or facility. The franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the non-exclusive franchise.

SECTION 6. - Insurance/ Workers Compensation.

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement

requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

SECTION 7. - Authorization to provide services.

The franchisee shall be authorized to provide roll-off collection services only upon payment of the annual non-exclusive franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

SECTION 8. – Term of non-exclusive franchise.

The term of this non-exclusive franchise shall be for a period of three (3) years commencing January 1, 2011 and terminating December 31, 2013.

SECTION 9. - Transfer of non-exclusive franchise.

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the non-exclusive franchise, in writing, within 30 days of the transfer, to the Town and shall provide the requisite evidence of required insurance and financial responsibility. A non-exclusive franchise may not be transferred to a new operational location. Transfer of a non-exclusive franchise to a successor entity is not final until approved by the Town. Once transferred, the non-exclusive franchise shall remain in effect until the original expiration date.

SECTION 10. - Revocation of non-exclusive franchise.

(a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any non-exclusive franchise previously granted for a franchisee's failure to comply with any section of this Agreement.

(b) The violation of any of the terms and conditions of this Agreement which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its non-exclusive franchise.

(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a non-exclusive franchise.

(d) In the event the Town proposes to revoke the non-exclusive franchise for any violation of this Agreement, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its

application to the Town, or if changed at the location of its Palm Beach County office as required herein.

SECTION 11. - Demolition debris; debris hauling fee; volume determination for debris.

(a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.

(b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.

(c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained in the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

COMPANY #3

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES
WITHIN THE TOWN OF LAKE PARK**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT made and entered into as of this 17th day of November 2010, by and between the Town of Lake Park, Florida, (Town) whose address is 535 Park Avenue, Lake Park, Florida 33403 and Southern Waste Systems, LLC, a Florida corporation, with a business address at 790 Hillbrath Drive, Lantana, Florida 33462 ("Franchisee").

WITNESSETH:

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

WHEREAS, pursuant to Resolution 41-09-10, the Town Commission created a process for granting non-exclusive franchises for roll-off collection services within the Town; and

WHEREAS, pursuant to Resolution No. 41-09-10 any person, firm, company or corporation may apply to the Town for a non-exclusive franchise for roll-off containers; and

WHEREAS, in order to be granted a non-exclusive franchise an applicant must comply with the process and criteria set forth in Resolution 41-09-10; and

WHEREAS, those applicants who have been determined by the Town staff to have complied with the process and criteria are expected to enter into a non-exclusive franchise Agreement with the Town.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, and for

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 – The “Whereas” clauses are true and correct and are incorporated herein.

SECTION 2. - Engaging in business of roll-off collection services.

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a non-exclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The non-exclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No non-exclusive franchise granted pursuant to this Agreement shall be deemed the property of the holder thereof. The Town may grant a non-exclusive franchise subject to specific terms and conditions necessary to ensure that the terms of this Agreement are met.

(b) The non-exclusive franchise authorized by this Agreement may be used only by the firm, company or corporation issued the non-exclusive franchise, and its direct employees, but not related or affiliated firms. The firm, company or corporation granted a non-exclusive franchise may not subcontract with any other individual, firm, company or corporation to provide services under this non-exclusive franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a non-exclusive franchise by the Lake Park Town Commission.

(c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its non-exclusive franchise.

(d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.

(e) The franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all

spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.

(f) No roll-off collection services can be performed east of the FEC Rail lines before 7:00 a.m.

(g) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of roll-off collection services within the Town.

(h) The Town reserves unto itself, in its sole discretion, the power to modify the roll-off collection non-exclusive franchise program established in this Agreement; including but not limited to the right to revoke the non-exclusive franchise granted, to change or limit the rights granted, or to otherwise modify the non-exclusive franchise program. Any such revision, modification or revocation of this non-exclusive franchise program shall be by resolution duly enacted by the Lake Park Town Commission.

(i) Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct roll-off collection services.

(j) The grant of a non-exclusive franchise does not relieve any corporation, firm or company from complying with the requirements of Chapter 403, Florida Statutes, and the Department of Environmental Protection's Rules, OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

SECTION 3. - Non-exclusive franchise fee requirement; monthly fees; reporting requirements.

(a) The franchisee shall pay to the Town a non-exclusive franchise fee of \$1,500.00 per year, payable the next business day following the Town Commission's approval of the non-exclusive franchise and annually thereafter on the same date during the second and third years of the non-exclusive franchise term. This fee shall be in addition to the quarterly roll-off collection fee and the business tax charged by the Town.

(b) The franchisee shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.

(c) The franchisee shall, each quarter, within 30 days of the last day of each calendar quarter, deliver to the Finance Director or designee:

(1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.

(2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.

(3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.

(d) No property owner may share a roll-off collection account with another property owner.

(e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this Agreement as a condition of the renewal of its business tax receipt.

(f) The franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisee's compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the non-exclusive franchise, as provided in this Agreement and allowed by law.

SECTION 4. - Rates for roll-off collection services.

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.

(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

SECTION 5. - Disposal required at Town- and/or county-approved facilities.

Any and all solid waste material collected by the franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Solid Waste Authority and at no other location or facility. The franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the non-exclusive franchise.

SECTION 6. - Insurance/ Workers Compensation.

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement

requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

SECTION 7. - Authorization to provide services.

The franchisee shall be authorized to provide roll-off collection services only upon payment of the annual non-exclusive franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

SECTION 8. – Term of non-exclusive franchise.

The term of this non-exclusive franchise shall be for a period of three (3) years commencing January 1, 2011 and terminating December 31, 2013.

SECTION 9. - Transfer of non-exclusive franchise.

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the non-exclusive franchise, in writing, within 30 days of the transfer, to the Town and shall provide the requisite evidence of required insurance and financial responsibility. A non-exclusive franchise may not be transferred to a new operational location. Transfer of a non-exclusive franchise to a successor entity is not final until approved by the Town. Once transferred, the non-exclusive franchise shall remain in effect until the original expiration date.

SECTION 10. - Revocation of non-exclusive franchise.

(a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any non-exclusive franchise previously granted for a franchisee's failure to comply with any section of this Agreement.

(b) The violation of any of the terms and conditions of this Agreement which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its non-exclusive franchise.

(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a non-exclusive franchise.

(d) In the event the Town proposes to revoke the non-exclusive franchise for any violation of this Agreement, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its

application to the Town, or if changed at the location of its Palm Beach County office as required herein.

SECTION 11. - Demolition debris; debris hauling fee; volume determination for debris.

(a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.

(b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.

(c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained in the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 17, 2010

Agenda Item No. 4

- PUBLIC HEARING
- ORDINANCE ON FIRST READING
- ORDINANCE ON SECOND READING
- PRESENTATION/PROCLAMATION
- Other: Board Application
- RESOLUTION
- DISCUSSION/POSSIBLE ACTION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT: CRA Board Application

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager W. Davis Date: 11/10/10
Vin Lely Nov. 10, 2010
 Name/Title Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ Funding Source: Acct. #	Attachments: 1) Leila Kidd resignation. 2) New Applicant Gladys Bryant.
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <u>VML</u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>VML</u> Please initial one.

Summary Explanation/Background: Leila Kidd McCann has officially resigned from the CRA Board effective immediately. Attached is a copy of the email resignation. As a result of the resignation we received a new board application from Gladys Bryant, owner of Heavenly Styles on Park Avenue. Staff is recommending that Ms. Bryant be appointed to the CRA Board.

Vivian Lemley

From: Maria Davis
Sent: Monday, November 08, 2010 1:17 PM
To: Vivian Lemley
Cc: 'CRfrancois@aol.com'; Jeanine Longtin; Kendall Rumsey; Desca DuBois; Patricia Osterman; Steve Hockman
Subject: FW: CRA Board

As info.

Sincerely,

Maria V. Davis

Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL
561-881-3304
mdavis@lakeparkflorida.gov

From: Leila Kidd [<mailto:orderbrownbagginit@gmail.com>]
Sent: Monday, November 08, 2010 10:01 AM
To: Town Manager
Subject: CRA Board

Good morning Maria,
I will be moving out of state and unfortunately will be resigning from the CRA Board effective immediately. I want to thank you for all the guidance and support you have given me over the past few years. If you need to contact me I have a new email address: leilakidd27@yahoo.com
Thank you,
Leila Kidd McCann



The Town of Lake Park

LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Bryant GLADYS Denise
Last First Middle

Address: 6041 Seminole Gardens PBG FL 33418

Telephone: home — work 561 848 0200 cell 561 713 8034

E-Mail Address gbryant1590@yahoo.com

	Yes	No
Are you a resident of Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, which one(s): _____		
Have you been convicted of a crime	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, when? _____ where? _____		

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

<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
<input type="checkbox"/> _____	Code Compliance *	<input type="checkbox"/> <u>5</u>	Tree Board
<input type="checkbox"/> <u>1</u>	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/> _____	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/> <u>4</u>	Harbor Marina Advisory Board	<input type="checkbox"/> <u>2</u>	Library Board
<input type="checkbox"/> <u>3</u>	Construction Board of Adjustments & Appeals		

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

Your Name: GLADYS Bryant

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

I chose them first because I am a business owner in Lake Park and have been for over 10 years and I have 4 kids that attend the library there.

Number of Meetings of the above boards you have attended in the past six months: 0

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

Walton High School - Business Administration
CR Institute - Business and Beauty School

What is/was your profession or occupation: Propriety Heavenly Styles in Lake Park
How long: 7 years and have Law Firm experience

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

I have a lot of business experience and have worked with lots of CEO and attorney's in New York, NJ & West Palm Beach FL

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

In my previous profession, I have organized Susan G. Komen racing events gathering team members with funds involved and as far as the library, I have children, so I keep up with all that go on with them.

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

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

Signature: Gladys Bryant Date: 11/9/10

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 17, 2010

Agenda Item No. **5**

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other: PRESENTATION

SUBJECT: Presentation on Cost Alternatives for Town Wide Street Lighting

RECOMMENDED MOTION/ACTION: Hear presentation and give direction on which alternative to pursue to finalize study.

Approved by Town Manager *Richard Pittman* Date: *11/9/10*

Richard Pittman/CRA Project Manager
Name/Title

November 5, 2010
Date of Actual Submittal

Originating Department: Administration	Costs: \$ 0 Funding Source: Acct. # NA	Attachments: None
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>RP</u> Please initial one. <i>RP</i>

Summary Explanation/Background: Summary Explanation/Background: Earlier this year the Town publicly advertised for an engineering consultant to perform a Cost Study for Town

Wide Street Lighting. The Town Commission heard presentations from three firms responding to the RFP. Negotiations with the number one ranked firm failed and on September 8, 2010 the Town Commission authorized the firm of Thompson & Youngross Engineering Consultants, LLC to perform the cost study.

Mr. Andrew Youngross is prepared to present the various cost scenarios to the Town Commission. Mr. Youngross estimates that his presentation will require one hour. The presentation will include information on the design considerations associated with LED and High Pressure Sodium light fixtures, spacing, height, location on the streets, wiring and electric service point considerations, costs associated with conventional poles and decorative poles, and FPL provided lighting and removal thereof. Reoccurring annual costs such as maintenance, monthly electrical usage and insurance will be mentioned and finalized in the final report. The final report is not a final design.

Timeliness is essential. Mr. Youngross will utilize feedback from the Commission to prepare a final report. Material in the report would be utilized to support the street lighting referendum question for the March 2011 election.

It is requested for the Commission to discuss the alternatives and give the consultant direction so that the cost study can be finalized.