



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, June 18, 2008, 7:30 P.M.  
Lake Park Town Hall  
535 Park Avenue

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

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

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

F. **PRESENTATION:**

Tallahassee Legislative Session Highlights Presented by Intergovernmental Consultant Fausto Gomez

G. **PUBLIC and OTHER COMMENT**

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

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

**I. 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 in the rear of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.**

**For Approval:**

1. Regular Commission Meeting Minutes of May 21, 2008 Tab 1
2. Regular Commission Meeting Minutes of June 4, 2008 Tab 2
3. Legal Consulting Services to Complete Re-writing of the Employee Handbook and to Provide Employee Training Tab 3
4. 2008-2009 Sanitation Rates for Truth in Millage (TRIM) Tab 4
5. Hurricane Debris Removal and Disposal Contract Renewal Tab 5
6. Hurricane Tree Trimming and Pruning Contract Piggy Back from Palm Beach County with All Florida Tree and Landscape, Inc Tab 6
7. Relocation and Repair of Floating Dock at the Marina Tab 7
8. Construction Administration Professional Services for Marina Breakwater Tab 8
9. Award Contract to Patterson Pope for the Supply and Installation of Shelving Utilizing State of Florida Contract for Spacesaver Shelving, Contract # 420-420-07-1 Tab 9
10. Landscape Installation Contract Award for Lake Shore Park to Chris Wayne and Associates Utilizing City of Lauderdale Lakes Contract Tab 10

**J. DISCUSSION AND POSSIBLE ACTION:**

11. Leasing the Second Floor of the Marina Building for Office Space Tab 11
12. Discussion of Proposal from Crown Castle to Extend Lease on Cell Tower Adjacent to Town Hall Tab 12
13. Florida League of Cities Voting Delegate Tab 13

**K. ADJOURNMENT:**

# Presentation

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

Meeting Date: June 18, 2008

Agenda Item No. *Presentation*

- |   |   |
|---|---|
| <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 type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM       |   |
| <input checked="" type="checkbox"/> Other: Presentation |   |

**SUBJECT:** Tallahassee Legislative Session Highlights Presented by Intergovernmental Consultant Fausto Gomez

**RECOMMENDED MOTION/ACTION:** None Required

Approved by Town Manager *W. Davis* Date: *6/9/08*

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

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

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

**Summary Explanation/Background:** Consultant Fausto Gomez will discuss highlights of the recently concluded legislative session.

2350 Coral Way, Suite 301  
Miami, Florida 33145  
(305) 860-0780 (Telephone)  
(305) 860-0580 (Facsimile)

215 South Monroe Street, Suite 420  
Tallahassee, Florida 32301  
(850) 222-9911 (Telephone)  
(850) 222-8416 (Facsimile)

**Gomez Barker  
Associates, Inc.**

# Memorandum

**To:** Hon. Desca DuBois, Mayor  
Hon. Ed Daly, Vice Mayor  
Hon. G. Chuck Balius, Commissioner  
Hon. Jeff Carey, Commissioner  
Hon. Patricia Plasket-Osterman, Commissioner

**From:** Fausto B. Gomez, Manny Reyes, and Evan Power

**CC:** Maria V. Davis, Town Manager

**Date:** June 9, 2008

**Re:** Legislative Report (2008)

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We are pleased to present this report detailing the accomplishments of the Town of Lake Park during the 2008 legislative session. This was a difficult year, marked by budget reductions totaling close to \$6 billion dollars as well as numerous policy initiatives that sought to pre-empt local authority. Concurrent with the legislative session, the Taxation and Budget Reform Commission was advancing statutory and constitutional amendments that could potentially wreck havoc with local government finances. Nevertheless, in the midst of this environment, Lake Park did remarkably well. Not only were we able to secure a budget line item, but we also actively worked to defeat or modify legislation that would have negatively impacted local governance or imposed significant additional costs through unfunded mandates.

Lake Park is the only new city, and one of the few municipalities in the state, to be awarded direct legislative funding. (For example, of the thirty-eight municipalities in Palm Beach County only seven were awarded "water project" dollars). Florida's 2008-09 Budget includes monies for the "Lake Park Storm Water Improvements Lake Shore Drive" at \$100,000 and this now positions the Town to seek additional resources next legislative session for both water and other infrastructure needs. Prior to the next legislative year we plan on working with you and the administration on identifying other opportunities.

Equally important are the policy issues that were defeated or substantially altered. Those ranged from amendments to the Bert Harris Private Property Rights Act that would have provided for a waiver of sovereign immunity and prospective application to public construction contracting that would have required local governments to competitively bid maintenance activities. Most of the latter are now performed in-house with greater cost savings and efficiencies. A detailed list of legislation impacting

municipalities is attached to this memorandum. We know you will be surprised at the lack of appreciation of local government that many of these bills evidence.

In a session as vexing as this, the best way to judge the Town's accomplishments is on what was defeated as well as on what was obtained. And in our successful efforts we were joined by Vice Mayor Daly and Commissioners Balius, Carey, and Plasket-Osterman as well as City Manager Maria Davis. You soldiered with us in Tallahassee and we appreciate the support, just like we value the work of Mayor DuBois. Finally, we would like to thank Senator Jeff Atwater and Representative Priscilla Taylor for being worthy champions of Lake Park. We suggest that they be invited to a Commission meeting so that they can be appropriately recognized.

It is an honor for us to represent the Town of Lake Park and we are proud of our success on your behalf. We trust that as you review this memorandum you will not hesitate to ask questions or request additional information. Thank you for your confidence and your allowing us to work with you.

#### APPROPRIATIONS

State funding of everything from life-saving medical services for the poor and jobs of state prison and probation officers to school field trips and roadside landscaping was on the chopping block as legislators crafted what ultimately became Florida's \$66.2 billion state budget for Fiscal Year 2008-09.

Even in past recessions and other tough economic times, House-Senate budget negotiators argued about how to spend whatever new revenue was on hand. But the fiscal year starting this July 1st marks the first time in history revenue projections are down two years in a row. A year ago, legislators passed a budget of close to \$72 billion while this year declining sales tax, gas tax, and documentary stamp tax revenues mandated a budget which is \$6 billion leaner. But unfortunately not even that reduction has matched the continuing slide in Florida's economy.

State revenue estimators anticipate that April's revenue numbers will again evidence a drop below forecasts. And the March report showed general revenue tax collections were \$54-million below estimates and most of that, \$46.9-million, was a drop-off in sales tax collections. Anticipating such a decline, the legislature authorized Governor Charlie Crist to withdraw up to \$1.7 billion from the Lawton Chiles Endowment Trust Fund and the Budget Stabilization Trust Fund during the course of the fiscal year to bring the budget into balance. That is intended to obviate the need for special legislative sessions dealing with the budget, particularly in an election year, although every extraction would have to be approved by the Legislative Budget Commission and the funds must be repaid once the economy recovers.

#### LEGISLATION

Attached is a summary of the major bills affecting municipal interests that either passed or failed. During my oral presentation at Council I will highlight those that I believe are most significant, but listed below are some of the most egregious attempts to micro-manage local governments or impose additional costs through unfunded mandates.

**HB7145** would have allowed the President of the Senate and the Speaker of House to jointly direct the Joint Legislative Sunset Committee to **review any political subdivision**. The bill died in Messages to the Senate.

**HB991** and **SB2276** would have **established uniform requirements for citizen participation at local government meetings**. They included provisions that no citizen had to state their name and address for the public record and that the local government had to allocate a specific period of time at every meeting for any person to speak on any

item. The House bill died in Messages to the Senate and the Senate bill died in committee.

**HB181** and **SB392** would have required **local governments to post any contract with a value of \$5,000 or more on their website** and designate a contact person for reviews of any documents. The House bill died in committee and the Senate bill in Messages to the House.

**HB683** and **SB2148** would have required local governments to competitively bid a variety of public construction work, including maintenance. The bills proposed to **restrict city employees or city owned equipment from working on city projects**. The Senate bill died in committee and the House bill died on the calendar.

**HB881** and **SB2298** would have **imposed 1% surtax for emergency fire rescue services and designated the governing authority of a county as the "regional service provider."** Any municipality that did not enter into an interlocal agreement with the county would not receive any of the proceeds from the surtax. This would have led to **consolidation of all fire departments**. The House and Senate bills both died in committee.

**HB7147** and **SB2788** would have **precluded on-line sellers of travel from paying taxes on price they sell a hotel room to the public**. They would only have to pay the "bed tax" on the wholesale cost rather than the retail cost. The House bill died on the House calendar and the Senate bill died in committee.

**HB1107** and **SB1430** would have **preempted local ordinances regarding the residency distance limitation for sexual offenders**. The House bill died on calendar and the Senate bill in Messages to the House.

#### TAXATION AND BUDGET REFORM COMMISSION

Article XI, Section 6, of the Constitution of the State of Florida calls for the establishment of a Taxation and Budget Reform Commission that beginning in 2007 will meet every twenty years to examine the state budgetary process, the revenue needs and expenditure processes of the state, the appropriateness of the tax structure of the state, and governmental productivity and efficiency. The Commission is empowered to place constitutional proposals directly on the ballot or recommend to the legislature changes to statutes.

Commissioners, who are appointed by the Governor, President of the Senate, and Speaker of the House, considered 51 proposals. Of those they recommended eight to the legislature and placed seven Constitutional Amendments on the ballot for this November. The amendments are:

***A proposal to mandate the elimination of property taxes set for required local efforts, to reduce the maximum millage for school purposes, and to replace the revenues from property taxes set as required local effort with other funds.*** This proposal would reduce property taxes in Miami-Dade County by an average of 30% but would leave a \$9 billion hole in state revenues for K-12 education that would have to be made up by increasing the sales tax (one penny raises about \$3 billion) and reviewing sales tax exemptions, including for services. This is the most controversial proposal on the ballot and the future Senate President and House Speaker have already argued against it.

***A proposal to prohibit the consideration of wind-damage-resistance improvements and the installation of renewable energy source devices in the determination of assessed value of residential real estate.***

***A proposal to provide for the assessment of working waterfront property based upon current use.*** This is in reaction of property appraisers utilizing "high and best use" when assessing waterfront property that is used for commercial purposes, such as boat repair yards or fishing docks.

***A proposal to require the Legislature to provide by law for ad valorem tax exemption for real property dedicated in perpetuity for conservation purposes.***

***A proposal repealing a prohibition against using public revenues in aid of any church, sect, or religious denomination or any sectarian institution.*** This is to allow for the school voucher program that the Florida Supreme Court found unconstitutional due to state funds being allocated to church sponsored institutions.

***A proposal requiring at least 65% of school funding is employed in classroom instruction.***

***A proposal authorizing local option taxes, approved by the voters, to supplement funding for public community colleges.***

After vigorous lobbying, three proposals were not adopted that would have had serious negative consequences to state and local governments and the services they provide to their residents:

**CP 41 would have limited revenue increases for special districts, municipalities, counties, school districts, and the state to inflation plus the percentage change in population or enrollment in the case of schools.** The base year for all calculations would have been the 2007-08 Fiscal Year. The Legislature could increase the state revenue limit by a supermajority vote. Voters would have to approve local government revenue limit increases or those limits could be suspended by a supermajority vote of the local governmental entity.

**CP 45 would have required that voters of the respective governments to approve any new tax or fee.** Revenues collected by the state and local governments in any fiscal year would have been limited to revenues for the prior fiscal year plus an adjustment for growth. For the 2009-10 Fiscal Year, revenues allowed for the prior fiscal year would have equal each government's revenues collected in the 2007-2008 fiscal year plus an adjustment for inflation and growth. One of the major flaws of this proposal was that it did not exclude the funds used to meet matching requirements, for example for federal Medicaid programs, so other areas of the budget would have to be savaged or health care services would have been reduced.

**CP 51 would have limited the duration of any independent special district to eleven years; however they could be reauthorized by voters for an additional eleven year period.** The negative consequences would have been that bonds issued by special districts would have to be repaid over a shorter period of time and, as a result, property taxes and/or assessments could be higher. As such this would have limited the ability of special districts to finance capital improvement projects.

# Consent Agenda

# TAB 1

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

Meeting Date: June 18, 2008

Agenda Item No. *Tab 1*

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

SUBJECT: Regular Commission Meeting Minutes of May 21, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Regular Commission Meeting of May 21, 2008.

Approved by Town Manager *W. J. Davis* Date: *6/9/08*  
 Deputy Clerk *Janice Stephens* *6/3/08*  
 Date of Actual Submittal

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

Summary Explanation/Background:



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**May 21, 2008 7:30 p.m.**

**Town Commission Chambers, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, May 21, 2008 at 7:30 p.m. Present were Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Mendez. Mayor DuBois was absent.

Town Clerk Vivian Mendez led the Invocation.  
 Vice-Mayor Daly led the Pledge of Allegiance.  
 Town Clerk Vivian Mendez performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

Ordinance 05-2008 was deferred to the next Commission Meeting of June 4, 2008.

**Motion: A motion was made by Commissioner Osterman to approve the Agenda as modified; Commissioner Balius made the second.**

Vote on Motion:

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

Motion passed 4-0.

**PUBLIC and OTHER COMMENT**

*Tony Lewis, 225 E. Ilex Dr.* – introduced himself as the principal of Lake Park Elementary. He introduced Ms. Kay Heisler as a Character Education Teacher. He discussed the goals and objectives of the faculty and staff at Lake Park Elementary (see Exhibit “A”).

*Kay Heisler* – introduced herself as the Character Education Teacher at Lake Park Elementary. She gave a brief description of her qualifications and her duties as a teacher. She discussed the goals and objectives of the faculty and staff at Lake Park Elementary (see Exhibit “A”). She stated that Lake Park Elementary was the first public school in the United States to earn the honor of flying the Peaceful Schools International Flag and that Lake Park Elementary has made

adequate yearly progress in their grades. She stated that \$33,000 was needed for next year's school budget to maintain Character Education. She gave suggestions and recommendations on how the money could be raised and she asked for guidance and direction on how to raise the money for the Character Education Program.

Commissioner Osterman gave Ms. Heisler her home phone number and stated that she would attempt to put her in contact with at least one business owner who may donate funds.

Town Manager Maria Davis stated that she would put Ms. Heisler in touch with the Town's Grant Writer Virginia Martin.

Commissioner Osterman recommended a five minute video be placed on the Town's TV channel asking for donations for the program.

*John Lineweaver, 836 Evergreen Dr.* – spoke on behalf of the Character Education Program and highly recommended it.

*Tim Kasher, 315 Foresteria Dr.* – referred to the "Women of Dignity" sober living facility on Foresteria Dr. He gave a brief history of the actions and past discussions on the facility. He stated that he was taking a Declaratory Action against the Town with regards to the facility.

#### **COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Commissioner Carey** thanked Marina Manager Mike Pisano for a successful Fishing Tournament over the past weekend.

**Commissioner Balius** stated that he received approximately 20 positive comments about the Marina and the Fishing Tournament.

**Mayor DuBois**  
Absent

**Commissioner Osterman** stated that the Fishing Tournament was a success. She commended and thanked Marina Manager Mike Pisano for the improvements he has made at the Marina.

**Vice-Mayor Daly** stated that the Public Works Department did a good job painting the building at the Marina. He commended Marina Manager Mike Pisano for his work and contributions to the Marina.

**Commissioner Balius** gave a description of the prizes given away at the Fishing Tournament.

**Attorney Thomas Baird** stated that his older daughter had participated in the Character Education Program at her elementary school. He commended the success of the program and asked Ms. Heisler to contact him to arrange a donation.

**Town Manager Maria Davis** congratulated Marina Manager Michael Pisano for having a successful Fishing Tournament. She also thanked Recreation Director Greg Dowling for his help at the Fishing Tournament. She thanked LJ Parker of the Historical Society for his assistance in searching the Town's Archives for photographs of the Town's past Mayors.

She stated that Palm Beach County was offering foreclosure assistance through the Commission on Affordable Housing at 160 Australian Ave. West Palm Beach and the contact person was Sheila Brown at 561-233-3660.

She stated that the 10<sup>th</sup> Street Resurfacing Project was not complete and needed cleanup and striping. Permanent striping would commence at the beginning of July. Lake Shore Park renovations had begun on the north end and completion would take 90 days. She announced that the Town was awarded a Block Grant in the amount of \$60,000 to be used toward drainage on the Alleyway Project.

She stated that the Commission had gone to Tallahassee in March and lobbied legislators for storm water funds for a project on Lake Shore Dr. She was happy to announce that the Town was awarded a legislative line item appropriation in the amount of \$100,000. The Town's project was the only new project that was provided funding for the upcoming year. She thanked the Commission for their efforts in obtaining the funds.

**BOARD APPOINTMENTS**  
**Planning and Zoning Board Regular Membership**

Town Clerk Vivian Mendez announced that she had made an error at the last Commission Meeting in counting the Planning and Zoning Board applicant ballots. Mason Brown and Mary Gambino were tied for the position of Regular Membership on the Planning & Zoning Board. She stated that the item would be brought back to the next Commission Meeting of June 4, 2008.

**CONSENT AGENDA:**

1. Award Contract to Construct the South Breakwater at the Marina
2. Resolution No. 27-05-08 Revise the Classification and Pay Plan to Amend the Job Description for the Position of Recreation Director
3. Resolution No. 28-05-08 Revise the Classification and Pay Plan to Provide for the Position of Camp Counselor
4. Resolution No. 29-05-08 Revise the Classification and Pay Plan to Provide for the Position of Recreation Bus Driver
5. Resolution No. 30-05-08 Building and Signage Fees
6. Resolution No. 31-05-08 Special Magistrate
7. Notification of Purchase Order for Sidewalk Repair/Replacement in the Amount of \$14,185.65

Vice-Mayor Daly requested that item #1 be pulled from the Consent Agenda for discussion.

**Public Comment Open.**  
*None*  
**Public Comment Closed.**

**Motion: A motion was made by Commissioner Balius to approve the Consent Agenda as modified; Vice-Mayor Daly made the second.**

Vote on Motion:

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

Motion passed 4-0.

Vice-Mayor Daly stated that the South Breakwater in the Marina Project was not bid out. He asked for an explanation.

Town Manager Maria Davis stated that the contract was piggybacked off of a contract from a similar project that was done in the Town of Palm Beach. She stated that she chose to piggyback the contract to expedite the project. She stated that if the Commission wanted her to put the project out to bid she would be happy to do so, but the project would be delayed.

Vice-Mayor Daly recommended bidding out all future projects in order to obtain competitive prices.

Discussion ensued between Town Manager Maria Davis and the Commission regarding past project contracts and the reliability and satisfaction with Vance Construction.

**Motion: A motion was made by Commissioner Balius to approve the award of a contract to construct the south breakwater at the Marina; Commissioner Carey made the second.**

Vote on Motion:

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

Motion passed 4-0.

**PUBLIC HEARING(S)**

**SIGN WAIVER IN THE PARK AVENUE DOWNTOWN DISTRICT: Request for a sign waiver for the Kelsey Market sign in the Park Avenue Downtown District**

Town Clerk Vivian Mendez swore in all witnesses

Community Development Director Patrick Sullivan explained the purpose of the item. He stated that staff recommended denying the waiver. He gave a brief history of the sign at Kelsey Market (see Exhibit "B"). He stated that because the Town had approved the sign within the last three years, staff and the Planning and Zoning Board recommended using the remainder of grant money from the Regions Grant to move the sign and bring it into compliance.

Commissioner Balius asked if there were any other code violations on Kelsey Market.

Director Sullivan stated that Kelsey Market's roof was not in compliance with the roofing ordinances for the Park Avenue Downtown District.

Discussion ensued between the Commission regarding the Kelsey Market roof issue.

Town Manager Maria Davis stated that she would like some time to discuss the Kelsey Market roof issue with staff and bring the item back to a future Commission Meeting.

The owner of Kelsey Market requested that his sign be grandfathered in. He gave a brief history of the building and its sign.

Director Sullivan recommended that the Town require Kelsey Market's roof to come into compliance once the roof is in need of repairs or replacement.

**Motion: A motion was made by Commissioner Osterman to deny Kelsey Market's sign waiver request and for the Town to pay for any expenses needed in order to move the sign; Commissioner Balius made the second.**

Vote on Motion:

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

Motion passed 4-0.

**PUBLIC HEARINGS: SECOND READING**

**ORDINANCE NO. 07-2008 – Reasonable Accommodations Procedures**  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 78, ARTICLE I, SECTION 78-6, ENTITLED “REASONABLE ACCOMMODATIONS PROCEDURES” TO CHANGE THE DESIGNATION OF THE HEARING OFFICER FOR PUBLIC HEARINGS ON REQUESTS SUBMITTED TO THE TOWN FOR REASONABLE ACCOMMODATIONS, FROM THE TOWN MANAGER TO A SPECIAL MAGISTRATE APPOINTED BY THE TOWN COMMISSION; TO PROVIDE SPECIFIC PROVISIONS FOR MAIL AND NEWSPAPER NOTICE OF THE PUBLIC HEARING ON ANY REQUEST FOR A REASONABLE ACCOMMODATION; TO PROVIDE FOR AN OPPORTUNITY BY MEMBERS OF THE PUBLIC TO BE HEARD ON THE REQUEST FOR A REASONABLE ACCOMMODATION AT THE PUBLIC HEARING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion:** A motion was made by Commissioner Osterman to approve Ordinance No. 07-2008 upon 2<sup>nd</sup> reading; Commissioner Balius made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Thomas Baird read Ordinance No. 07-2008 by caption-only.

**ORDINANCE NO. 06-2008 – Signage in the Park Avenue Downtown District**  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 78 ENTITLED “ZONING,” ARTICLE III, SECTION 78-70, ENTITLED “PARK AVENUE DOWNTOWN DISTRICT” (“PADD”), TO AMEND SECTION 78-70(p) TO PROVIDE FOR ADDITIONAL REGULATIONS

**PERTAINING TO TEMPORARY SIGNS FOR REAL ESTATE SALES AND LEASING PERMITTED IN THE PADD AND TO REQUIRE A TOWN SIGN PERMIT BE OBTAINED PRIOR TO ERECTING OR DISPLAYING ANY PERMITTED SIGN WITHIN THE PADD; AMENDING TABLE 78-70-1 ENTITLED "PERMITTED SIGNS" TO CLARIFY CERTAIN RESTRICTIONS ON SIGN SIZE, NUMBER, COPY, AND OTHER RESTRICTIONS PERTAINING TO PERMITTED SIGNS IN THE PADD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Community Development Director Patrick Sullivan discussed and explained the changes made to Ordinance No. 06-2008.

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Carey to approve Ordinance No. 06-2008 upon 2<sup>nd</sup> reading; Commissioner Osterman made the second.**

Vote on Motion:

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

Motion passed 4-0.

Attorney Thomas Baird read Ordinance No. 06-2008 by caption-only.

**ORDINANCE NO. 08-2008 – General Regulations and Restrictions Pertaining to Animals**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES FOR THE TOWN OF LAKE PARK, FLORIDA BY CREATING NEW CHAPTER 11 TO BE ENTITLED "ANIMALS"; PROVIDING FOR THE CREATION OF NEW ARTICLE 1, TO BE ENTITLED "GENERAL REGULATIONS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-1 TO BE ENTITLED "DEFINITIONS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-2 TO BE ENTITLED "BIRD SANCTUARY DECLARED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-3 TO BE ENTITLED "CRUEL AND INHUMANE TREATMENT OF ANIMALS PROHIBITED"; PROVIDING FOR**

THE CREATION OF NEW SECTION 11-4 TO BE ENTITLED “PROVISION OF FOOD AND WATER TO CONFINED ANIMALS REQUIRED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-5 TO BE ENTITLED “MINIMUM REQUIREMENTS FOR THE POSSESSION AND SHELTERING OF CERTAIN ANIMALS”; PROVIDING FOR THE CREATION OF NEW SECTION 11-6 TO BE ENTITLED “MAXIMUM NUMBER OF HOUSEHOLD PETS”; PROVIDING FOR THE CREATION OF NEW SECTION 11-7 TO BE ENTITLED “REMOVAL OF PET EXCREMENT REQUIRED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-8 TO BE ENTITLED “NEGLECT AND/OR ABANDONMENT OF ANIMALS PROHIBITED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-9 TO BE ENTITLED “NUISANCES CREATED BY ANIMALS PROHIBITED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-10 TO BE ENTITLED “ANIMALS WITH CONTAGIOUS DISEASES PROHIBITED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-11 TO BE ENTITLED “AID TO INJURED ANIMALS REQUIRED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-12 TO BE ENTITLED “RESTRICTIONS ON THE TRANSPORT OF ANIMALS IN AN OPEN BED OF VEHICLES”; PROVIDING FOR THE CREATION OF NEW ARTICLE II OF CHAPTER 11 TO BE ENTITLED “SUPPLEMENTAL REGULATIONS PERTAINING PRIMARILY TO DOGS AND CATS”; PROVIDING FOR THE CREATION OF NEW SECTION 11-13 TO BE ENTITLED “REGISTRATION TAGS AND LICENSES FOR DOGS AND CATS REQUIRED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-14 TO BE ENTITLED “DOGS RUNNING AT-LARGE PROHIBITED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-15 TO BE ENTITLED “ANIMALS INJURING OR KILLING OTHER ANIMALS PROHIBITED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-16 TO BE ENTITLED “DOGS DAMAGING PROPERTY OF OTHERS PROHIBITED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-17 TO BE ENTITLED “INJURY TO AND/OR INTERFERENCE WITH POLICE DOGS PROHIBITED”; PROVIDING FOR THE CREATION OF NEW SECTION 11-18 TO BE ENTITLED “REGULATIONS PERTAINING TO VICIOUS ANIMALS AND DANGEROUS DOGS”; PROVIDING FOR THE CREATION OF NEW SECTION 11-19 TO BE ENTITLED “IMPOUNDMENT”; PROVIDING FOR THE CREATION OF NEW SECTION 11-20 TO BE ENTITLED “PENALTIES; PRIMA FACIE EVIDENCE OF VIOLATIONS”; 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.**

**Motion:** A motion was made by Commissioner Carey to approve Ordinance No. 08-2008 upon 2<sup>nd</sup> reading; Commissioner Balius made the second.

Vote on Motion:

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

Motion passed 4-0.

Attorney Thomas Baird read Ordinance No. 08-2008 by caption-only.

**General Approval of Item**  
**CRA Alleyway Project Loan**

Town Manager Maria Davis explained that it was her understanding that tax increment dollars could not be levied for a CRA Project without referendum. She stated that she was informed by Bond Counsel that because the Supreme Court ruling failed to identify which entity was to hold the referendum, the CRA, a municipality or the County, the Town would not be able to obtain a loan using CRA funds. The re-hearing of the ruling is still out and the Supreme Court is expected to rule shortly. Attorneys are requesting that they be informed of what entity would need to do the referendum. The Town is currently unable to get a loan through the CRA and using tax increment funds. She has requested advice from a Municipal Financial Advisor.

Mr. Clark Bennett introduced himself and recommended that the Town make a primary pledge of non ad valorem revenues. He explained that the Town could pay the debt service on the loan with the CRA revenues. Under state law they may not pledge those revenues for more than one year but they may pay the debt service with the tax increments. He explained how this type of financing could be utilized for different projects throughout the Town. He explained the process and timeline of the program.

Town Manager Maria Davis recommended that the Town pledge General Fund non ad valorem revenue to take a loan out and implement an Inter-Local Agreement with the CRA and have the CRA contribute those funds back for the debt service annually.

**The Commission came to consensus to approve pledging non ad valorem revenue to obtain a CRA Alleyway Project Loan.**

Commissioner Osterman stated that she was very unhappy that money was spent to do a referendum when it was unnecessary and asked Attorney Thomas Baird to comment.

Attorney Thomas Baird stated that he rendered his opinion based on his reading of the case and that he understood that other attorneys could have reached a different conclusion.

**Discussion and Possible Action**  
**Should the Town Step in and Clean up Foreclosure/Abandoned Properties**

Commissioner Balius stated that the Town is required to clean up foreclosure and abandoned properties.

Community Development Director Patrick Sullivan stated Attorney Thomas Baird had provided him with a list of foreclosed properties in the Town that he was aware of (see Exhibit "C"). He was not able to find another source that listed all of the foreclosed properties in the Town.

Town Manager Maria Davis stated that there are people abandoning their homes and that several payments must be missed in order to start foreclosure proceedings. She stated that there is a five to six month period in a foreclosure process wherein a homeowner could pack up and move. There are more abandoned properties than properties that have started the foreclosure process.

Director Sullivan stated that the Town has the ability to go in and clean up a property. The owner is charged back for the improvements made to the property. The normal process is to place a lien on the property. Once the home has gone through the foreclosure process the Town cannot retrieve its funds. The Town's lien is usually wiped out once the bank takes possession of the home.

Discussion ensued between the Commission and Mr. Sullivan regarding foreclosure issues.

Commissioner Osterman asked Attorney Thomas Baird what the City of West Palm Beach's approach was to foreclosed properties.

Attorney Thomas Baird stated that the City of West Palm Beach's approach wasn't any different to the approach taken by other municipalities.

Discussion ensued between the Commission and Mr. Sullivan regarding the processes taken by other municipalities on foreclosed properties and how the Town would need to proceed to do the same.

Town Manager Maria Davis explained the different processes that were taken by former cities that she worked in. She stated that the Town would need a balance in their approach to cleaning up and maintaining foreclosed properties. She stated that there are cases where clean up would be mandatory due to possible safety and health concerns.

Commissioner Osterman recommended notifying mortgage companies of abandoned properties.

Director Sullivan stated that it is difficult to determine which homes have been abandoned or are rental properties waiting to be rented.

**The Commission came to consensus to proceed with getting all of the information needed in order to clean up foreclosed properties in the Town.**

### **Proposed Reduction in the 2008 Fireworks Festival Expenditures**

Town Manager Maria Davis explained that she reviewed the different functions and services that the Town offers at the Fireworks Festival. She was able to cut some things out of the budget but still have a good festival.

Commissioner Carey recommended charging a small fee for the kid's rides. He stated that the rides have always been free in the past and patrons would understand if the Town began to charge for the rides.

Town Manager Maria Davis stated that she would speak with Recreation Department Director Greg Dowling about charging for the children's rides at the Firework Festival.

Commissioner Balius recommended having generators for supplying power at Town festivals.

Vice-Mayor Daly stated that there was always a use for generators.

Commissioner Osterman asked for the status of a packet that Grants Writer Gini Martin and Recreation Director Greg Dowling were putting together for sponsorship.

Town Manager Maria Davis stated that she did not know the status and since Ms. Martin and Mr. Dowling were not present she would ask them to give a status update.

**The Commission came to consensus to approve the changes made to the 2008 Fireworks Festival Budget.**

### **Dogs in Parks**

Commissioner Osterman stated that she did not want to see dogs in parks were there would be children playing.

Town Manager Maria Davis stated that she realized that she failed to put signs at Lake Shore Park during renovation. She ordered signs that would be installed the following week.

Discussion ensued between the Commission regarding the possible implementation of a dog park in the Town.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Commissioner Osterman, and by unanimous vote, the meeting adjourned at 9:10 p.m.

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Vice-Mayor Daly

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Deputy Clerk Jessica Shepherd

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Town Clerk Vivian Mendez

Town Seal

Approved on this \_\_\_ of \_\_\_\_\_, 2008.

# TAB 2

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

Meeting Date: June 18, 2008

Agenda Item No. *Tab 2*

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

**SUBJECT:** Regular Commission Meeting Minutes of June 4, 2008.

**RECOMMENDED MOTION/ACTION:** Approve the Minutes from the Regular Commission Meeting of June 4, 2008.

Approved by Town Manager *W. Davis* Date: *6/11/08*

*Jimmy Stephen* Deputy Clerk Date of Actual Submittal *6/9/08*

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

**Summary Explanation/Background:**



**Minutes  
Town of Lake Park, Florida  
Regular Commission Meeting  
June 4, 2008 7:30 p.m.**

**Town Commission Chambers, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, June 4, 2008 at 7:30 p.m. Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Mendez.

Mayor DuBois led the Invocation.

Mayor DuBois led the Pledge of Allegiance.

Town Clerk Vivian Mendez performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

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

Vote on Motion:

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

Motion passed 5-0.

**PROCLAMATIONS:**

**State Representative Priscilla Taylor**

**Motion: A motion was made by Commissioner Carey to approve the Proclamation to State Representative Priscilla Taylor; Commissioner Balius made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		

Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor DuBois	X		

Motion passed 5-0.

Mayor DuBois read the Proclamation to Ms. Taylor.

State Representative Priscilla Taylor thanked the Commission.

**Senator Jeff Atwater**

Laura Coburn stated that Senator Atwater was unable to attend the meeting and she would accept the Proclamation on his behalf.

**Motion: A motion was made by Commissioner Balius to approve the Proclamation to Senator Jeff Atwater; Commissioner Osterman made the second.**

Vote on Motion:

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

Motion passed 5-0.

Mayor DuBois read the Proclamation.

Ms. Coburn accepted the Proclamation on Senator Jeff Atwater's behalf and thanked the Commission.

**PUBLIC and OTHER COMMENT**

None

**COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Commissioner Carey**

None

**Commissioner Balius** thanked State Representative Priscilla Taylor and Senator Jeff Atwater for their efforts on the Town's behalf.

**Vice-Mayor Daly**

None

**Commissioner Osterman** stated that she was contacted by a resident regarding the poor mail service in their neighborhood. She discussed the various issues that she and residents have had with the postal service in the Town.

**Mayor DuBois** stated that she had issues in the past when her mailperson was on vacation. She asked Town Manager Maria Davis for her recommendation.

**Town Manager Maria Davis** stated that she could write a letter to the Post Office.

**Commissioner Balius** discussed the issues that he and his neighbors have had with the postal service.

**Commissioner Osterman** stated that she was told that areas of Lake Park were undesirable to mail carriers because not all of the Town's mailboxes were along the street.

**The Commission came to consensus to write a letter to the Post Office to address the issues with mail service in the Town.**

**Commissioner Osterman** stated she had met with Kay Heisler of Lake Park Elementary and encouraged the Commission to meet with her also. She discussed the good behavior she witnessed in the children due to the Character Education Program. She asked the children how the program has impacted their lives. She discussed the improvements that Lake Park Elementary has made since implementing the Character Education Program. She stated that the principal of Lake Park Elementary has been able to raise \$33,000 to continue the Character Education Program but it is only half of the funds that are needed. She discussed how the program was beneficial to the school and the Town. She stressed the importance of the program and asked that the Commission contact business owners to ask them to consider making a contribution to the program.

**Mayor DuBois** asked if the program was being cut in other schools.

**Commissioner Osterman** stated that Lake Park Elementary was the only school that has all of the pieces in place to administer the program.

**The Commission came to consensus to do what was necessary to help fund the Character Education Program at Lake Park Elementary.**

**Mayor DuBois** thanked everyone who kept her sister in their thoughts during her illness. She also thanked the Sheriff's Deputy from Lake Park for helping her when her dogs went missing.

**Town Attorney Thomas Baird** distributed his monthly status report (see Exhibit "A") to the Commission and stated that nothing had changed. He asked the Commission to call if they had any questions.

**Town Manager Maria Davis** stated that the Town of Lake Park was the only new city to receive a budget appropriation from the State this year.

**CONSENT AGENDA:**

1. Special Call Commission Meeting Minutes of an Attorney-Client Session of May 7, 2008
2. Regular Commission Meeting Minutes of May 7, 2008
3. Installation of Automatic Gates for the North Entrance of LSP
4. Marina Dockage Rate Schedule Adjustment Resolution 32-06-08

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Balius to approve the Consent Agenda; Vice-Mayor Daly made the second.**

Vote on Motion:

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

Motion passed 5-0.

**Planning and Zoning Board Membership**

Mary Gambino was appointed as a regular member to the Planning and Zoning Board.

**PUBLIC HEARINGS: SECOND READING**

**ORDINANCE NO. 05-2008 – Mid-Year Budget Adjustment**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2007-2008 AS PREVIOUSLY ADOPTED BY ORDINANCE NO. 24-2007; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Balius to approve Ordinance No. 05-2008 upon 2<sup>nd</sup> reading; Vice-Mayor Daly made the second.**

Vote on Motion:

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

Motion passed 5-0.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Commissioner Balius, and by unanimous vote, the meeting adjourned at 8:05 p.m.

---

Mayor DuBois

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Deputy Clerk Jessica Shepherd

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Town Clerk Vivian Mendez

Town Seal

Approved on this \_\_\_\_ of \_\_\_\_\_, 2008.

# TAB 3

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

Meeting Date: June 18, 2008

Agenda Item No. *Tab 3*

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

**SUBJECT:** Legal Consulting Services to Complete Re-writing of the Employee Handbook and to Provide Employee Training

**RECOMMENDED MOTION/ACTION:** Approval

Approved by Town Manager

Date: *6/11/08*

*Randi McElhannon-Lynn*

*6/11/08*

Name/Title *HR Director*

Date of Actual Submittal

<b>Originating Department:</b> Human Resources	Costs: \$Not to exceed \$10,000.00  Funding Source: Human Resources Professional Services Acct. # 105-31000	<b>Attachments:</b> None
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:**

In July 2007, the Town Manager and the Human Resources Director hired employment attorney Patricia Bass to assist with the entire rewrite of the Town of Lake Park Employee Policy/Handbook, as well as to provide training to employees relating to provisions such as discipline, sexual harassment and discrimination in the workplace. On November 7, 2007, the Commission approved additional legal consulting services not to exceed \$10,000.

The rewrite of the employee handbook is a comprehensive undertaking which has involved the legal review and update of all employee policies and procedures. While the rewrite of the employee handbook is almost complete, additional work remains to be done in the areas of discussions and negotiations with the AFL-CIO Public Employees Union, and subsequent employee training. Such additional consulting services will exceed the Town Manager's purchasing authority. Therefore, staff is recommending approval of additional legal consulting services not to exceed \$10,000.

# TAB 4

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

Meeting Date: June 18, 2008

Agenda Item No. Tab 4

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

SUBJECT: 2008-2009 Sanitation rates for Truth in Millage (TRIM)

RECOMMENDED MOTION/ACTION: Approve resolution for Sanitation rates for TRIM.

Approved by Town Manager

W. Davis

Date:

6/12/08

Annem. Castello  
Name/Title Finance Director

6/11/08  
Date of Actual Submittal

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

**Summary Explanation/Background:** As part of the Town code section 24-111, the Town is required to establish tentative rates, fees and administrative policies for the collection of residential and commercial refuse and recyclables for compliance with the Truth in Millage (TRIM) statute. No rate increases are recommended for Fiscal Year 2008/09. Final rates will be adopted at the first public hearing on the budget in September.

**RESOLUTION NO. 33-06-08**

**A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE SCHEDULE OF FEES AND CHARGES FOR RESIDENTIAL, GOVERNMENTAL AND COMMERCIAL REFUSE AND RECYCLABLES COLLECTION SERVICES; PROVIDING FOR LATE FEES, FREQUENCY OF BILLING AND OTHER MATTERS RELATING TO COLLECTION POLICY; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 24-111 of the Lake Park Code provides that the Town Commission shall set rates, fees and charges for residential, governmental and commercial refuse and recyclables collection services by Resolution or other official action; and

**WHEREAS**, said Section provides for establishment of policy pertaining to billing collection and related administrative policies by Resolution or other official action;

**WHEREAS**, the Town has determined that it is the best interest of the Town to establish the rates, fees and charges for Residential, Governmental, and Commercial refuse and recyclables collection services as described in "EXHIBIT A" and "EXHIBIT B" and attached hereto.

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

**SECTION I**

The rates, fees, charges, billing, collection and related administrative policies for Residential, Governmental and Commercial refuse and recyclables collection services as provided in the attached Exhibit A and Exhibit B are hereby established.

**SECTION II**

Repeal prior Resolution of former rates.

**SECTION III**

This Resolution shall take effect upon adoption.

EXHIBIT A

RESIDENTIAL COLLECTION SERVICE FEES  
(Base Level of Service)

ANNUAL ASSESSMENT/UNIT

Single-Family	\$155.80
Mobile Homes	\$155.80
Multi-Family <5/bldg.	\$155.80
Multi-Family >4/bldg.	\$ 91.10

**I     BASE LEVEL OF SERVICE:**

1.     Can Service - (Garbage/household trash)  
Twice (2) /week - Monday and Thursday
  
2.     Dumpster Service - (Garbage/household trash)  
minimum twice (2)/week
  
3.     Vegetation - (Bagged clippings/bulk cuttings)  
two (2) cubic yards or less - Monday
  
4.     Bulk Household Trash (furniture, white goods, etc.)  
one (1) item or two (2) cubic yards or less -Thursday
  
5.     Recyclables - once (1) week - Wednesday

**II    SPECIAL PICKUPS:**

1.     Large vegetation piles: (Mondays) more than 4" diameter or any excess over two  
(2) cubic yards - \$5.00/cubic yard.
  
2.     Non-containerized household trash: (Thursdays) more than one (1) item or items  
in excess of two (2) cubic yards.
  - a.     White goods (stove, refrigerator, washing machine, dryer, freezer, etc.)  
\$5.00/unit;
  - b.     Furniture (sofa, chair, table, mattress/box springs, etc.) \$5.00/unit
  - c.     Other non-prohibited materials - \$5.00/cubic yard (or part thereof)  
\$5.00 minimum charged.

3. Garbage/trash service above amount calculated on the basis of SWA waste generation data/property/year. Assigned container - \$8.52/cubic yard container (\$5.85 collection rate + \$2.67 disposal).
4. Special Pickup Charge - In addition to special pickup and other charges, there will be an additional fee of \$25.00 charged when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the "Base Level of Service" Exhibit A, Section I.

**ADMINISTRATIVE POLICIES:**

Frequency of Billing: Owner billed on a monthly basis for special pickups.

Deposits: Prior to establishment of service, all Commercial accounts shall pay to the Town the equivalent on one months service cost. This fee shall be retained by the Town for security of payment for service. Upon termination of service such funds will be returned provided the account is paid in full at the time of termination.

Late Fees: One Percent (1%)/month on the outstanding balance beginning thirty (30) or more days following rendition of the bill.

Service Removal and Reinstatement: a service charge will be required for the removal of service and reinstatement of service for non-payment. The charges will be as follows;

- First offence \$100.00
- Second offence \$200.00
- Third and subsequent offence \$500.00

Collection: Account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition.

EXHIBIT B

COMMERCIAL PROPERTY ASSESSMENT SCHEDULE  
(Base Level of Service)

<u>COMMERCIAL CLASS</u> <u>FOOT</u>	<u>ANNUAL ASSESSMENT/SQUARE</u>
Low generator class	\$ .012
Medium generator class	\$ .045
High generator class	\$ .159
Non-generator class	\$ .012

<u>AGRICULTURAL CLASS</u>	<u>ANNUAL RATE</u>
0 - 10 Acres	\$40.00
11 - 99 Acres	\$4.00/acre
100 + Acres	\$400.00

**I BASE LEVEL OF SERVICE**

1. Collection service to be scheduled minimum, 1x/week for properties generating trash only and minimum 2x/week for properties generating garbage and trash.

**COMMERCIAL DUMPSTER (COLLECTION & DISPOSAL) RATE CHART**

	<b>1X</b>	<b>2X</b>	<b>3X</b>	<b>4X</b>	<b>5X</b>
<b>.5CY</b>	<b>17.25</b>	<b>34.50</b>	<b>51.75</b>	<b>69.00</b>	<b>86.25</b>
<b>2CY</b>	<b>69.03</b>	<b>138.06</b>	<b>207.08</b>	<b>276.12</b>	<b>345.15</b>
<b>3CY</b>	<b>103.54</b>	<b>207.08</b>	<b>310.62</b>	<b>414.16</b>	<b>517.70</b>
<b>4CY</b>	<b>138.06</b>	<b>276.12</b>	<b>414.16</b>	<b>552.24</b>	<b>690.30</b>
<b>6CY</b>	<b>207.08</b>	<b>414.16</b>	<b>621.24</b>	<b>828.32</b>	<b>1,035.40</b>
<b>8CY</b>	<b>276.12</b>	<b>552.24</b>	<b>828.36</b>	<b>1,104.48</b>	<b>1,380.60</b>

**COMMERCIAL (ROLL-ON/ROLL-OFF)**  
\$40.00/TON (\$11.00 PER YARD)

The above schedule is applicable to regularly scheduled service up to the amount calculated on the basis of SWA waste generation data/property/year.

2. Can Service - (Garbage/trash)  
Twice (2)/week - Monday and Thursday
3. Dumpster Service - Trash Only - minimum one (1)/week  
Garbage/trash minimum twice (2)/week
4. Vegetation - (Bagged clippings/bulk cuttings)  
Two (2) cubic yards or less - Monday
5. Bulk Trash (furniture, white goods, etc.)  
One (1) item or two (2) cubic yards or less - Thursday
6. Recyclables - buckets or bins/ one (1)/week - Wednesday  
Cardboard/Office Paper dumpsters - one (1)/week - Thursday

## **II SPECIAL PICKUPS: CUSTOMER MUST CALL FOR SPECIAL PICKUP**

1. Assigned container - \$8.52/cubic yard container capacity (\$5.85 collection rate + \$2.67 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year. In addition to the \$8.52 per cubic yard, there will be an additional fee of \$25.00 charged for the special pickup of the assigned container.
2. Non-containerized trash - Thursday Only
  - a. White goods (stove, refrigerator, washing machine, dryer, freezer, etc.) \$5.00/unit.
  - b. Furniture (desk, chair, table, etc.) \$5.00/unit.
  - c. Other non-prohibited materials \$8.52/cubic yard (\$5.85 collection rate and \$2.67 disposal rate) (or part thereof); \$8.52 minimum charge.
3. Large Vegetation Piles - (Mondays) more than 4" diameter or any excess over two (2) cubic yards - \$8.52/cubic yard (or part thereof); \$8.52 minimum charge.
4. Special Pickup Charge: In addition to special pickups and other charges there will be an additional fee of \$25.00 charged when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the Base Level of Service" Exhibit B.

# TAB 5

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

Meeting Date: June 18, 2008

Agenda Item No. *Tab 5*

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

**SUBJECT:** Hurricane debris pick up and removal contract.

**RECOMMENDED MOTION/ACTION:** Motion to authorize the Mayor to execute the contract for the 2008 hurricane season.

Approved by Town Manager *W. Davis* Date: *6/13/08*

Abu Canady, Public Works Director

Date of Actual Submittal

<b>Originating Department:</b>  <b>Public Works</b>	Costs:  Funding Source: <b>Emergency Management Acct. # 001-52-525-250- 34050</b>	<b>Attachments:</b> <b>Contractor's Proposal Contract Resolution</b>
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works <i>AC</i> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** It is necessary for Public Works during emergency events such as hurricanes and flooding to utilize outside contractors.

**This method of “standby” is a standard in the industry in order to augment in-house forces and it improves our ability to remove and pick up debris more quickly.**

**The contractor has been with the Town the past three seasons and has agreed to hold last year’s price of \$11.00 per cubic yard.**

**RESOLUTION NO. 34-06-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A DEBRIS REMOVAL CONTRACT FOR THE 2008 HURRICANE SEASON BETWEEN THE TOWN OF LAKE PARK AND RKC LAND DEVELOPMENT, INC.; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the Town and RKC Land Development, Inc. ("Contractor") have agreed to Debris removal within the Town limits for the up coming Hurricane season; Starting June 1, 2008 thru November 30, 2008 for a cost of \$ 11.00 per cubic yard.

**WHEREAS**, the Town Commission has determined that it is in the best interest of the health, safety and general welfare of the Town and its citizens to enter into a Contract with RKC Land Development, Inc..

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

**SECTION 1.**

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

**SECTION 2.**

That Mayor is hereby authorized and directed to execute the contract for Hurricane debris removal with RKC Land development Inc.

**SECTION 3.**

This Resolution shall take effect immediately upon its adoption.

# DEBRIS REMOVAL CONTRACT

## TOWN OF LAKE PARK AND RKC LAND DEVELOPMENT, INC.

**THIS CONTRACT** made this \_\_\_\_\_ day of June 2008, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "**TOWN**", and RKC LAND DEVELOPMENT, INC., a Florida Corporation, Florida State Contractor's License No.: \_\_\_\_\_, FEID Number \_\_\_\_\_, 7040 Seminole-Pratt Whitney Road, Suite 25-4, Loxahatchee, FL 33470, (hereinafter designated as the "**CONTRACTOR**").

### WITNESSETH THAT:

**WHEREAS**, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

**WHEREAS**, the TOWN has previously determined that it is need for the provision of the debris removal in the event of a natural or other disaster; and

**WHEREAS**, the TOWN has received a proposal for the required debris clearing and removal response assistance and; and

**WHEREAS**, the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

**WHEREAS**, the TOWN has found the CONTRACTOR's Proposal attached hereto as Exhibit "A" and incorporated herein to be acceptable and the parties wish to enter into this CONTRACT; and

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

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

### 1. STATEMENT OF WORK

- 1.1 It is the intent of this Contract that Contractor shall provide such equipment and manpower to remove all hazards to life and property in the affected communities within the Town. Clean-up, demolition, debris removal will be limited to that which is determined to be in the interest of public safety and which is considered essential to the economic recovery

of the affected area. The Work shall consist of the removal of damaged vegetation, damaged and fallen trees, bushes and shrubs, broken and partially broken and severed tree limbs, untreated structural timber, untreated wood products, brush, and the clean-up and removal of such debris to an approved dumpsite.

- 1.2 CONTRACTOR shall furnish all equipment, tools, labor, equipment, and other necessary items for the performance of the work which shall be included in the unit price set forth in Paragraph 2 of this Contract. Debris, including fallen trees, which extends from the TOWN right-of-way onto private property, shall be cut at the point it intersects with the right-of-way, and the part of the debris which lies within the TOWN right-of-way shall be removed. The CONTRACTOR shall not enter upon any private property without the prior written approval of the TOWN or property owner. Debris that is classified as "household hazardous waste" shall not be transported under this Contract. For purposes of this Contract, the term "household hazardous waste" shall include but not be limited to, petroleum products, paint products, known or suspected hazardous materials such as asbestos, lead-based paint, and electrical transformer removed by others.
- 1.3 The CONTRACTOR shall conduct the Work so as not to interfere with the disaster response and recovery activities of the federal, state and local governments or agencies, or of any public utilities. Measurement for debris removal shall be by the cubic yard and may be predetermined by truck bed measurement based upon the interior dimensions of the truck's metal dump bed, if agreed upon by the parties in writing. In such event, the hauling capacity (in cubic yards) shall be recorded and marked on each truck or trailer with permanent markings, and each truck or trailer shall also be numbered for identification with a permanent marking. The TOWN shall have the right to inspect all debris removal operations of the CONTRACTOR and to verify quantities of debris at any time.
- 1.4 All debris shall be removed from each debris removal location by the CONTRACTOR and transported to a dumpsite approved by the TOWN. All dumping costs shall be paid by the TOWN. The CONTRACTOR shall coordinate with the dumpsite operator to facilitate effective dumping operations. All trucks used to haul debris shall be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Under no circumstances shall the CONTRACTOR mix debris hauled for third parties with debris hauled pursuant to this Contract.
- 1.5 CONTRACTOR shall keep written daily records and supporting documentation of the Work, specifically including a "Daily Report" describing the Work performed and the debris removed pursuant to this

Contract. The records of the CONTRACTOR shall satisfy the required report and record keeping requirements of the Federal Emergency Management (FEMA) necessary for the reimbursement of the reasonable costs and expenses of this Contract by FEMA to the TOWN. In addition, each truckload of debris shall be accurately measured and numbered and a "Debris Load Ticket" shall be prepared by the CONTRACTOR and contain at a minimum the following:

1. The Load Ticket Number;
2. CONTRACTOR'S Name;
3. Date of truckload;
4. Quantity of debris measured by the cubic yard;
5. Truck Identification Number or License Tag Number;
6. Name of Truck Driver;
7. Classification of Debris (i.e., Vegetation, burnable, non-burnable, mixed, other);
8. Location of Debris Removal;
9. Location of Debris Dumpsite;
10. Loading Time (debris site arrival time and departure time)
11. Dumping Time (dumpsite arrival time and departure time)
12. Name of Contract Monitor.

1.6 CONTRACTOR shall provide the TOWN with two copies of the completed Load Tickets, and shall retain a copy for the CONTRACTOR's records. The CONTRACTOR shall submit the Daily Report to the TOWN each day during the term of the Contract, which Daily Report shall contain the following minimum information:

1. CONTRACTOR'S name
2. Crew Members Names
3. Location of Work
4. Date of report
5. Daily and cumulative totals of debris removed.

1.7 Discrepancies between the daily report and the Debris Load Tickets shall be reconciled no later than the following day. Violation of the terms of this Paragraph 1 and its sub-parts shall constitute a material breach of the CONTRACT by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the CONTRACT and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate

1.8 CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. The CONTRACTOR shall provide all flag persons, signs, equipment, and other devices necessary to meet state, federal and local requirements. At a minimum, one flag person should be posted at each approach to the work area. The CONTRACTOR shall be responsible for taking corrective action in response to any notices

of violation issued as a result of the CONTRACTOR's operations or actions or omissions during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the TOWN.

2. **CONTRACT TERM; PERIOD OF PERFORMANCE**

2.1 Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue until terminated by the TOWN or renewed at the option of the TOWN. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN. No minimum or maximum number of hours is guaranteed by the TOWN.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT type may be changed only by a change order or written amendment.

3. **CONSIDERATION**

3.1 **Debris Removal.** The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing shall be **\$11.00 PER CUBIC YARD**, which includes the costs of transportation to the debris disposal site, but does not include dumping fees.

3.2 **Additional Optional Work:** Stump grinding shall be performed at the TOWN'S request at a cost of \$\_\_\_\_\_ (per stump) for each stump removed with 25 to 36 inch diameter base cuts. . Stump grinding shall be performed at the TOWN's request at a cost of \$\_\_\_\_\_ (per stump) for each stump removed with 37 to 48 inch diameter base cuts. . Stump grinding shall be performed at the TOWN's request at a cost of \$\_\_\_\_\_ (per stump) for each stump removed with 49 inch and larger diameter base cuts. The CONTRACTOR shall submit pay requests for completed work, and the TOWN shall have ten (10) days within which to disapprove a payment request. The TOWN shall pay the CONTRACTOR for performance under this Contract within thirty (30) days of the receipt of the pay request and verification of the Work by the TOWN.

4. **SUPERVISION OF THE WORK BY CONTRACTOR**

The CONTRACTOR, at all times during performance and until the work is completed and accepted, shall maintain a competent superintendent ("Project Manager") at the Site while work is in progress to act as the CONTRACTOR's agent. The Project Manager shall have the full authority to receive instructions from the TOWN and to execute the orders or directions of the TOWN, including promptly supplying any materials, tools, equipment, labor, and incidentals that

may be required. The Project Manager must speak and understand English fluently.

## 5. INSURANCE REQUIREMENTS

5.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage's in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverage's and minimum limits of liability:

- a. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- c. **BUSINESS AUTO LIABILITY** with minimum limits of \$3000,000, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

5.2 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACTOR. There shall be a 30 day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

5.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this CONTRACT includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

5.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with

the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

5.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverage's protect both parties as the primary insurance for any and all losses covered by the above described insurance.

5.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

5.7 Violation of the terms of this Paragraph 5 and its sub-parts shall constitute a material breach of the CONTRACT by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the CONTRACT and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

## 6. INDEMNIFICATION

6.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

6.2 TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

## 7. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the TOWN for the acts,

coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of any subcontractors proposed for the work for TOWN acceptance at the pre-construction conference. Thereafter, the CONTRACTOR shall not substitute any subcontractor without the prior written consent of the TOWN. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN.

**8. PERMITS AND LICENSES**

The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work. The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of CONTRACT commencement. Any delays in obtaining permits shall be brought to the attention of the TOWN without delay. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

**9. INSPECTION AND ACCEPTANCE OF THE WORK**

All work shall be subject to inspection by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the CONTRACT requirements. No inspection by the TOWN shall be construed as constituting or implying acceptance. Unless otherwise provided in this CONTRACT, acceptance by the TOWN shall be made as promptly as practicable after completion and inspection of all work required by this CONTRACT, or that portion of the work, that the TOWN determines can be accepted separately.

**10. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT**

The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided under Section 17. Inspection and Acceptance. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

**11. FORCE MAJEURE**

Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

**12. GOVERNING LAW AND VENUE**

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

**13. NO ASSIGNMENT**

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

**14. ATTORNEY'S FEES**

If either party utilizes legal action, including appeals at all levels, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**15. INDEPENDENT CONTRACTOR STATUS**

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

**16. INTEGRATION**

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN

representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

**17. TERMINATION FOR CAUSE AND DEFAULT**

In the event that the CONTRACTOR shall default in any of the terms of the CONTRACT, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within 10 calendar days, and that the default must be corrected to the satisfaction of the TOWN within 15 days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR fails to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.

**18. TERMINATION FOR CONVENIENCE OF TOWN**

Upon seven calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the CONTRACT for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the CONTRACT is terminated for the convenience of the TOWN, the notice of termination must state that the CONTRACT is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

**19. NON-EXCLUSIVITY**

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

**20. FUNDING**

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN may terminate the CONTRACT pursuant to paragraph 18, above.

**21. SAFETY**

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. All employees on the work site and all other persons who may be affected thereby.
- b. The work and all materials and equipment incorporated therein.
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

**22. NOTICE**

All notices and invoices to the TOWN shall be sent to the following address:

Town of Lake Park  
Director of Public Works  
650 Old Dixie Highway  
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

RKC Land Development Inc.  
7040 Seminole-Pratt Whitney Road, Suite 25-4,  
Loxahatchee, FL 33470  
(Tel.) (561) 791-7866  
(Fax) (561) 791-9219  
(E-mail) [rkclanddevelop@bellsouth.net](mailto:rkclanddevelop@bellsouth.net)

**23. SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez-Lemley, Town Clerk

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

(TOWN SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

ATTESTED

CONTRACTOR

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**RKC LAND DEVELOPMENT, INC**

13756 79<sup>th</sup> Court N

West Palm Beach, FL 33412

Outside Palm Beach County: 1-877-791-7866

rkclanddevelop@bellsouth.net

Phone: (561) 791-7866 Fax: (561) 791-9219

**PROPOSAL/ CONTRACT**

June 4, 2008

TOWN OF LAKE PARK	Project: up= coming 2008 Hurricane Season
FAX 881-3349	
Attention: Abu Canady	

Scope of Work:

**RKC WILL:** at various locations throughout Lake Park for Hurricane clean up.

- Debris removal for the upcoming 2008 hurricane season @.....\$11.00 per cubic yard.
- Stumps are additional.

Unless otherwise stated, price quoted is based upon one move-in & one set up of equipment only. RKC defines clearing and grubbing as taking down all trees, stumps and root raking entire site 6" in depth. If there is any grass onsite, this will be part of the stripping, not clearing and grubbing. There will be small wood debris left behind that cannot be picked up with the root rake. RKC will not be responsible for any removal of vegetation that is contaminated with any concrete, steel, dirt or anything other than combustible vegetation. RKC will leave 6" of mulch on the ground in stockpile areas to keep machinery from loading dirty mulch. RKC is not responsible for the last 6" of mulch left on the ground and this will be considered strippings. RKC will not be responsible for railroad ties or telephone poles. The presence of utilities or structures that interfere with the movement of RKC'S equipment will require an additional amount to be added to this quote. RKC will not be responsible for damage to fences or other structures that are surrounded by trees that are to be removed. RKC will not be responsible for any material underground. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will be an extra charge above this estimate. Temporary work stoppage: Should a situation arise wherein, through no fault of his own, RKC is unable to perform the work set forth as above, RKC shall then reschedule the completion of the work at its next available time and levy reasonable remobilization charges. RKC will carry liability insurance. RKC can not be held responsible for unforeseen situations such as muck beneath the earth, weather, etc. **This proposal is valid for thirty (30) days.**

Terms and conditions to be performed by client:

**CONTRACTOR/OWNER IS RESPONSIBLE FOR ALL PERMITS.**

Owner of property will carry liability insurance to cover damage to property not related to RKC Land Development, Inc.'s operation. In the event that Client's failure to perform his terms of the contract results in additional costs to RKC Land Development, Inc.'s said cost will be passed on to Client. Should said failure result in RKC Land Development, Inc.'s equipment sitting idle for more than 0 hour(s) RKC Land Development Inc.'s \_\_\_option, reserves the right to remove its equipment from the site with no guaranteed time of re entry. All agreements are contingent upon strikes, accidents or delays beyond RKC Land Development Inc's control.

**Bid Amount: see above NO RETAINAGE TO BE WITHHELD**

Method of payment: net 30 days from invoice

Interest shall accrue on all overdue accounts at the rate of 18% per annum. In the event of non-payment of amounts owed under this contract (with Palm Beach County Venue) client agrees to pay reasonable fees for its collection

Proposal Submitted by: **RKC LAND DEVELOPMENT, INC.**

Contractor: Town of Lake Park

Accepted By:   
ROBERT K. CARTER

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

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

# TAB 6

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

Meeting Date: **June 18, 2008**

Agenda Item No. *Tab 6*

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

**SUBJECT: Approval of piggy back contract from Palm Beach County with All Florida Tree and Landscape, Inc. for hurricane tree trimming and pruning.**

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *Abu Canady* Date: *6/13/08*  
Abu Canady, Public Works Director 6/12/2008  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b>  Public Works	Costs: NA  Funding Source: General Fund – Roads Division  Acct. #	<b>Attachments:</b> Consent Letter from Contractor  PBC Contract Award information
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works <u><i>AC</i></u> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <input checked="" type="checkbox"/> _____:  Please initial one.

**Summary Explanation/Background:**

It is necessary for Public Works during emergency events such as hurricanes and

flooding to utilize outside contractors. In the event of a storm, this contractor would be called in to remove various hazards posed by trees and/or branches. There is a licensed arborist on the contractor's staff to oversee all cutting and pruning of trees, and to ensure the appropriate standards are applied.

This method of standby is a standard in the industry to augment in-house forces. The contractor was awarded a contract with Palm Beach County, contract number 07093, with a term of one year (good thru November 17, 2008). Attached is a letter from the contractor stating that the company will honor its pricing schedule it has established with Palm Beach County for work performed during the 2008 Hurricane season with the Town.



June 12, 2008

**Sent via facsimile 561 881-3349**

Mr. Abu Canady  
Public Works Director  
Town of Lake Park

RE: Palm Beach County Tree Trimming Term Contract 07093

Dear Mr. Canady:

Please be advised that on behalf of All Florida Tree & Landscape, Inc., and the owner, Alan McPherson, it is hereby agreed to piggyback the above referenced contract with the Town of Lake Park. The current contract with Palm Beach County reflects an hourly charge of \$84.00 per crew with an ISA Certified Arborist.

Kindly contact me if you have any questions or require additional information.

Very truly yours,

Mary Anne Wolfson  
ISA Certified Arborist  
FL#5709

**5855 N.W. 47<sup>TH</sup> PLACE, CORAL SPRINGS, FL 33067**

# International Society of Arboriculture Certified Arborist

*Alan McPherson*

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Jim Schiera, Executive Director  
International Society of Arboriculture



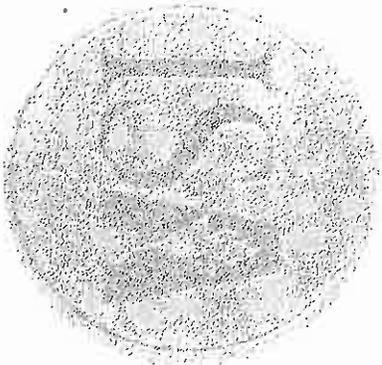
FL-1332A      Jun 12, 2004      Jun 30, 2010  
Certification Number      Certified Since      Expiration Date

First Report South of Equator  
Certified Editors

Mary Anne Wilson

THE SOUTH PACIFIC COMMISSION  
OFFICE OF THE SECRETARY  
WELLINGTON, NEW ZEALAND

THE SECRETARY  
INTERNATIONAL SOCIETY FOR THE STUDY OF  
ANTHROPOLOGY





November 6, 2007

All Florida Tree & Landscape, Inc.  
Attn: Alan McPherson  
625 N. Flagler Drive #507  
West Palm Beach, FL 33401

Purchasing Department  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199  
(561) 616-6800  
FAX: (561) 616-6811  
www.pbcgov.com/pur

Dear Vendor:

RE: TERM CONTRACT #: 07093

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for Tree Trimming and Pruning Services based on:

- BID/REQUEST FOR QUOTATION (RFQ) #: 07-093/MB
- OTHER: Lot #2

The term of this contract is 11/17/2007 through 11/16/2008. The estimated dollar value for all awarded vendors is \$410,724.00

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305\*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Marva Brown at (561) 616-6815.

Sincerely,

Kathleen M. Scarlett  
Director

- c: Joan McGee, Cooperative Extension Service
- Garth Josephs, FD&O
- Bonnie Stein, Fire Rescue
- Reid Raymond, Parks & Recreation
- Vernetha Green, WUD
- File

Palm Beach County  
 Board of County  
 Commissioners  
 Addie L. Greene, Chairperson  
 Jeff Koons, Vice Chair  
 Karen T. Marcus  
 Robert J. Kanjan  
 Mary McCarty  
 Burt Aaronson  
 Jess R. Santamaria

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

**SPECIFICATIONS  
BID #07-093/MB**

**TREE TRIMMING AND PRUNING SERVICES,  
TERM CONTRACT**

**PURPOSE AND INTENT:**

The sole purpose and intent of this Invitation for Bid is to secure a term contract for Tree Trimming and Pruning Services on an "as needed" basis for various Palm Beach County locations. The geographic area of coverage is all of Palm Beach County.

**GENERAL:**

Tree trimming and pruning services shall be in accordance with all terms, conditions and specifications listed herein. Additionally, successful bidder shall perform services in accordance with the American National Standards Institute (ANSI300.2001) and Palm Beach County Landscape Code 500.35, Number Four (4). Any fees or fines resulting from violations due to the performance of the successful bidder will be the sole responsibility of the successful bidder.

Successful bidder shall provide all supervision, labor, tools, equipment and trucks to complete all services.

Successful bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

The successful bidder shall be responsible for contacting the appropriate utility for location of any buried or serial utilities in the work area which could be damaged by successful bidder's operation.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and/or County and coordinated with the appropriate departments. Traffic control is the responsibility of the successful bidder and shall be accomplished in conformance with State, County and Local highway construction codes.

**CLEANUP:**

Successful bidder shall leave the areas in a condition equal to that which existed prior to the commencement of all forestry operations.

It shall be the responsibility of the successful bidder to remove and dispose of, in a proper and acceptable manner to Palm Beach County, all logs, brush, and other debris resulting from the tree maintenance operations.

**SERVICE UNIT:**

This service is to be bid on an hourly basis only. Minimally, every service will require the use of personnel and equipment as specified below.

The successful bidder shall provide an hourly rate for all expenses incurred with regard to labor and equipment including but not limited to aerial equipment, trucks, chipping equipment, power and all hand tools as specified below:

- I. Crew/Personnel - Crew/personnel shall minimally include but not be limited to the following:
  - A. One (1) Foreman (working) who shall provide supervision of the work force and shall have the responsibility for all work performed by the successful bidder.
  - B. Two (2) Climbers/Trimmers who have skills necessary for working in trees from a bucket truck, an aerial lift/tower or by the use of ropes, saddles and other hand climbing equipment.

All personnel must be proficient in operating all other mechanical equipment applicable to providing this service.

The climber/trimmers shall also have the ability to alternate as grounds person including skills in ground operations such as loading trucks, cutting limbs on the ground, operating a chipper, etc.

**CREW/PERSONNEL:**

Successful bidder shall be responsible for the appearance of all working crew/personnel assigned to the project (clean and appropriately dressed at all times).

Successful bidder shall have an on-site representative who speaks English.

Successful bidder shall notify County representative of any damage done by successful bidder or successful bidder's equipment that occur during the service. Repairs by successful bidder shall be made within 48 hours at no additional cost to Palm Beach County.

Personnel must be able to supply proper identification at all times.

Equipment: All equipment provided by the successful bidder for work hereunder, shall meet all O.S.H.A. ANSI, NFTA and all other Federal and State requirements. Failure by the successful bidder to provide adequate equipment may result in cancellation of this contract as herein provided.

**NOTE:** Any person employed by the successful bidder whom the County may deem incompetent or unfit to perform the work, shall under written instruction of the County be removed from the job, and such person shall not again be employed on the work site.

**II. EQUIPMENT:**

Equipment shall include but not be limited to the following:

- A. Chipper and truck (minimum chipping capacity 12" diameter)
- B. Vehicle-mounted Aerial Lift (minimum working height 55 feet)
- C. All hand tools (i.e., saws, rakes, shovels, ropes, buckets, etc.).

**SCHEDULE OF WORK:**

All work shall be scheduled during the County's normal business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m. with Saturdays requiring approval from the County's representative at no additional cost to the County. Hourly rate shall start upon commencement of work at the designated job site and terminate upon departure from job site. No additional compensation for travel, mobilization, demobilization, fuel, or other incidental expenses will be paid by Palm Beach County.

Successful bidder shall, upon notification by Palm Beach County's Department Representative, visually inspect site(s) where services have been requested.

Successful bidder shall, upon inspection of site(s), submit in writing, to the County Department Representative, an itemized breakdown of the total price of services.

Successful bidder shall submit documentation to the County Department Representative with a schedule of date and time of service before work is to be started.

**UNENCUMBERED/ENCUMBERED TREES:**

Trees will be **classified as being encumbered** when located near any overhead and/or underground utilities, located within or near protected plant species, manmade structures or located in a remote area not accessible by wheeled machinery. The successful bidder shall be responsible for contacting the appropriate utilities for location of any buried or aerial utilities in the work area which could be damaged by successful bidder's operation.

Trees that are located at such distance (across the street, etc.) from an encumbrance so that by lopping the tree it will safely clear the encumbrance, will be **classified as being unencumbered** (as determined by the County Department Representative).

**Palm Beach County Landscape Code 500.35 Number Four**

4. Tree Pruning: Pruning of trees shall be permitted to allow for healthy uniform growth and to promote structural, aesthetic and safety considerations. All permitted pruning shall be conducted in accordance with the following standards:
  - a. Severely cutting back lateral branches and canopy or hatracking is prohibited.
  - b. No more than thirty percent (30%) of a tree's canopy shall be removed during any one (1) year period unless the pruning is conducted pursuant to National Arborist Association guidelines and is necessary to remove limbs or foliage which present a hazard to power lines or structures, or is necessary to remove dead or diseased limbs.
  - c. Pruning shall be performed in accordance with the latest standards of the National Arborist Association. These standards shall be available at the Department.

**BID RESPONSE  
 BID #07-093/MB**

**TREE TRIMMING AND PRUNING SERVICES,  
 TERM CONTRACT**

**LOT #1 - TREE TRIMMING & PRUNING SERVICES  
 (without ISA Certified Arborist)**

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	=	<u>TOTAL FACTORED RATE</u>
1.	<b><u>UNENCUMBERED:</u></b> Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>73.00</u>	X .85	=	\$ <u>62.05</u>
2.	<b><u>ENCUMBERED:</u></b> Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>84.00</u>	X .10	=	\$ <u>8.40</u>
3.	<b><u>FLAGMAN:</u></b> Flagman for traffic control to be used at the County's discretion and approval	\$ <u>18.00</u>	X .05	=	\$ <u>.90</u>

**TOTAL FACTORED RATE LOT #1: \$ 71.35**

**LOT #2 - TREE TRIMMING & PRUNING SERVICES  
 (with ISA Certified Arborist, in accordance with  
 Term & Condition #8.B)**

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	=	<u>TOTAL FACTORED RATE</u>
1.	<b><u>UNENCUMBERED:</u></b> Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>84.00</u>	X .60	=	\$ <u>50.40</u>
2.	<b><u>ENCUMBERED:</u></b> Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>84.00</u>	X .35	=	\$ <u>29.40</u>

Continued...

FIRM NAME: All Florida Trees & Landscape, Inc.

BID RESPONSE  
 BID #07-093/MB

TREE TRIMMING AND PRUNING SERVICES,  
 TERM CONTRACT

LOT #2 - TREE TRIMMING & PRUNING SERVICES (Continued)  
 (with ISA Certified Arborist)

	HOURLY RATE	WEIGHT FACTOR	TOTAL FACTORED RATE
3. <b>FLAGMAN:</b> Flagman for traffic control to be used at the County's discretion and approval	\$ 18.00	X .05 =	\$ .90
<b>TOTAL FACTORED RATE LOT #2:</b>			\$ 80.70

Is Qualification of Bidders information included, per Term and Condition #8? YES asm < INITIAL

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
 (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity) <u>All Florida Tree &amp; Landscape, Inc.</u>		DATE: <u>4/24/07</u>
* SIGNATURE: <u>Alan McPherson</u>		PRINT NAME: <u>Alan McPherson</u> PRINT TITLE: <u>President/Owner</u>
ADDRESS: <u>1025 n. Flagler Drive #507</u>		
CITY/STATE: <u>West Palm Beach FL</u>		ZIP CODE: <u>33401</u>
TELEPHONE # <u>(561) 659-9717</u>	E-MAIL: <u>wolfsonmabel@south.net</u>	
TOLL FREE # <u>(888) 834.8733</u>	FAX #: <u>(954) 755-5326</u> <u>561 832 951</u>	
APPLICABLE LICENSE(S) NUMBER # <u>See attached Addendums</u> TYPE: _____		
FEDERAL ID # <u>05-0564287</u>		

# TAB 7

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

Meeting Date:

Agenda Item No. *Tab 7*

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

**SUBJECT: Relocation and Repair of Floating Dock at the Marina**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Town Manager *W. Davis* Date: *6/10/08*

Name/Title

Date of Actual Submittal

<b>Originating Department:</b>  Town Manager	<b>Costs: \$125,510</b>  <b>Funding Source: Marina Debt Service</b> Acct. #	<b>Attachments:</b> Bellingham Marine Turnkey Proposal and Parts Proposal, Vance Construction Proposal for relocation/repair, Kasper Electric Proposal, Macdonald Contractor Water Proposal.			
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____			
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <table border="0" style="width: 100%;"> <tr> <td>Yes I have notified everyone _____</td> </tr> <tr> <td align="center">OR</td> </tr> <tr> <td>Not applicable in this case _____:</td> </tr> </table>		Yes I have notified everyone _____	OR	Not applicable in this case _____:
Yes I have notified everyone _____					
OR					
Not applicable in this case _____:					

		Please initial one.
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**Summary Explanation/Background:** The existing Bellingham Marine Floating Dock (attenuator) is being replaced with a proposed breakwater. The design calls for the existing floating dock, pilings, electrical and water to be relocated 7' west of the proposed breakwater construction to provide for mooring of vessels. Additionally, the existing floating dock requires significant repairs as a result of damage incurred through Tropical Storm Noel.

Bellingham Marine submitted a proposal to relocate and repair the existing floating dock in the amount of \$164,200 (copy attached). The Marine Engineer advised the Manager that this proposal seemed very high and recommended that the Town explore alternatives to Bellingham Marine.

The Engineer asked Bellingham Marine if they would sell the parts for the repair of the dock directly to the Town. Bellingham agreed to sell the Town the repair parts (copy attached). The engineer obtained a quote for labor from Vance Construction for the relocation of the concrete and wood pilings and the labor for the relocation and repair of the dock (copy attached). The engineer also requested proposals for the disconnection, relocation and reconnection of electrical and water service to the floating dock(copies attached). The grand total for the alternative proposals is \$125,510. This is a savings of \$38,690. A comparison chart is attached for your convenience.

Staff recommends that the Town opt to acquire the materials and utilize the three contractors to relocate and repair the floating dock for a total amount of \$125,510 broken down as follows:

<b>Purchase Dock Repair Parts From Bellingham</b>	<b>\$28,230</b>
<b>Dock Relocation/Repairs Including Pilings To Vance Const.</b>	<b>93,000</b>
<b>Electrical Disconnect, Relocation and Reconnect to Kasper Ele.</b>	<b>2,280</b>
<b>Water Disconnect, Relocation and Reconnect to MacDonald</b>	<b><u>2,000</u></b>
	<b>\$125,510</b>



The World's Most Comprehensive  
Marina Builder



May 14, 2008

Mr. Robert Berry, Marine Engineer  
Cutcher & Associates - Coastal Engineers  
900 East Indiantown Road  
Jupiter, FL 33477

Reference: City of Lake Park Marina – Floating Attenuator Relocation & Tropical  
Storm Noel Repairs

Dear Bob:

Thank you for the opportunity to present our quotation for the manufacture, delivery, installation of materials to relocate the Lake Park Marina wave attenuator section of dock including a single float module and removal of two float modules with all necessary wood and utility system coordination and installation of repair materials to the Lake Park Marina from damage caused during Tropical Storm Noel. Also includes removal and installation of the concrete piling on the existing attenuator. The purpose of this written proposal is to present our offer to perform the work identified in this proposal.

Our quoted price is: One Hundred Sixty Four Thousand Two Hundred Dollars (\$164,200.00).

F.O.B.: Lake Park, Florida

The following items in Sections 1 and 2 are included in our proposal:

**Section 1 - Lake Park Attenuator Relocation Scope of Work**

- 1.1 CONCRETE UNIFLOATS® MODULES – includes manufacture and installation of a 9' x 12' float module for the new corner float on the main walkway. This new float will allow the attenuator section to be moved towards the shore by 8'.

4002\_123003

1813 Dennis Street  
Jacksonville, Florida 32204  
Tel: (904) 358-3382 FAX: (904) 354-4818

- 1.2 FABRICATED, TREATED (CCA) WOOD WALER SYSTEM - all walers to be Southern Yellow Pine, No. 1. Including new walers and cover boards in the replacement area.
- 1.3 EXISTING UNIFLOAT® MODULES DISPOSAL – 2 each 9' x 10' modules will be removed and disposed.
- 1.4 GALVANIZED STEEL HARDWARE – new thru-rods will be installed in the new section including new split rings, shear plates, machine bolts and carriage bolts.
- 1.5 VINYL FENDERING – includes 30 feet of grey vinyl fendering.
- 1.6 DOCK SYSTEM TIGHTENING & LEVELING – includes necessary labor to tighten attenuator section after relocation behind the new breakwater.
- 1.7 INSTALLATION LABOR – includes a crew for 5 days to remove existing floats, install new float, move dock out of the way after piling are removed, then return upon completion of the breakwater and position dock in place for piling to be installed and final connection to new main walkway section completed.
- 1.8 UTILITY SYSTEMS RELOCATION – electrical wiring, potable water and fire lines will be disconnected at the intersection of the two dock sections. Upon completion of the breakwater the utility systems will be reconnected.
- 1.9 PILE REMOVAL AND INSTALLATION – the 9 concrete piling and 3 each timber piling on the attenuator section will be removed and when the breakwater construction is completed, the attenuator will be moved back into position and the piling will be installed in their new location. No new piling are included and any damage or breakage to existing piling will be for the Owner's account.
- 1.10 TEMPORARY PILING INSTALLATION – the attenuator will be moved out of the way for the breakwater construction and 6 each 16" diameter pipe piling will be installed to temporarily moor the attenuator.

**\*\*NOTE:** During the construction of the breakwater, the attenuator section will not be in service and the interior marina is not designed for the large wave action seen on the attenuator. All measures must be taken to protect the interior portion of the marina during breakwater construction. Any damage to the interior marina structures or vessels will be for the Owner's account.

- 1.11 LOADING AND SECURING ON OUR TRUCKS WITH FREIGHT PREPAID TO LAKE PARK, FLORIDA.
- 1.12 OFFLOADING CRANE AT THE JOBSITE.
- 1.13 SHOP DRAWINGS.
- 1.14 SALES TAX.

**Section 2 - Lake Park Marina – Tropical Storm Noel Repairs**

- 2.1 CONCRETE UNIFLOAT® MODULE – includes manufacture and installation of a new 10' x 10' float module (1010NLP5) to replace the damaged section on the main walkway of the attenuator.
- 2.2 FABRICATED, TREATED (CCA) WOOD WALER SYSTEM - all walers to be Southern Yellow Pine, No. 1. Includes 60' of 2" x 12" cover board and 2" x 6" cover board in the replacement area.
- 2.3 EXISTING UNIFLOAT® MODULE DISPOSAL – 1 each 10' x 10' module will be removed and disposed.
- 2.4 GALVANIZED STEEL WELDMENT - including 1 each 18" internal pile guide will be installed to replace the damaged guide.
- 2.5 GALVANIZED STEEL HARDWARE – includes 8 each 8'-10½" thru-rods, 30 each 12'- 1½" thru-rods and 8 each ¾" x 12½" machine bolts installed in the repair area.
- 2.6 VINYL FENDERING – includes 60 feet of grey vinyl fendering.
- 2.7 INSTALLATION LABOR – includes a crew for 6 days to remove the damaged float, install new float, pile guide and thru-rods in the repair area.
- 2.8 LOADING AND SECURING ON OUR TRUCKS WITH FREIGHT PREPAID TO LAKE PARK, FLORIDA.
- 2.9 OFFLOADING CRANE AT THE JOBSITE.
- 2.10 SHOP DRAWINGS.
- 2.11 SALES TAX.

3. **All items and quantities not specifically included in Sections 1 and 2 above are *specifically excluded from this proposal*. Excluded items include, but are not limited to, the following:**
  - 3.1 INSTALLATION OR REPAIRS TO THE UTILITY EQUIPMENT.
  - 3.2 SHORESIDE WORK - (our work commences at the intersection of the main walkway to the attenuator).
  - 3.3 TURBIDITY MONITORING.
  - 3.4 SIGNED OR SEALED SHOP DRAWINGS OR CALCULATIONS.
  - 3.5 PERMITS AND LICENSES.
  - 3.6 SOILS TESTING OR ENGINEERING.
  - 3.7 BUILDERS RISK INSURANCE.
4. **Other provisions:**
  - 4.1 **INFORMATION FURNISHED BY BUYER:** BMI has based this proposal upon information furnished by Buyer (if provided) and BMI has the right to rely upon the accuracy of that information. If information furnished by Buyer is incorrect and impacts the project schedule or cost to complete the work, BMI will be entitled to an adjustment in the contract amount, time for completion, or both.
  - 4.2 **CONCEALED OR UNKNOWN CONDITIONS:** In preparing this proposal, BMI has assumed there are no concealed conditions (subsurface or otherwise) or unknown physical conditions which will adversely impact BMI's performance of the work. If such conditions are encountered, BMI will be entitled to an adjustment in the contract amount, time for completion, or both.
  - 4.3 **SITE ACCESS:** All loading and offloading is to be accomplished at the site in a mutually agreed upon location adjacent to the harbor and furnished at no cost by Buyer. An additional onsite area will be furnished under the same conditions for a storage container, parking and a small office trailer.
  - 4.4 **UTILITIES:** Provisions will be made for utilities to be run internally through the new float section
  - 4.5 **SCHEDULE:** Project completion will occur within 12 weeks after receipt of approved shop drawings, based on our current production

schedule and subject to the general conditions of BMI's standard agreement for construction. Production of concrete Unifloats® cannot commence prior to receipt of approved shop drawings.

The installation of this project is scheduled during a period when named wind storms may occur. BMI and Buyer agree that to avoid the unnecessary risk of incurring project damage, BMI shall have the right to delay construction if unfavorable weather patterns exist. In such an event, the Project Schedule will be adjusted to compensate for the delay incurred.

- 4.6 **INCLEMENT WEATHER PREPAREDNESS:** Buyer agrees to designate a representative for emergency contact should unfavorable weather patterns develop during construction. BMI and Buyer shall mutually agree upon a plan for securing the site and BMI shall be reimbursed actual costs incurred in carrying out the plan.
- 4.7 **PRICE VALIDITY:** Prices are valid for firm orders placed within a period of thirty (30) days after quotation and are subject to reconfirmation thereafter.
- 4.8 **PAYMENT TERMS:** 25% percent deposit, balance due in accordance with BMI's standard agreement. Deposit shall not be subject to retention. Deposit amount shall be applied against the final invoice(s) on the project. Method of payment to be approved by BMI's credit department prior to start of production. Interest will be charged on past due accounts at 18% per annum, or at the highest non-usurious commercial rate allowable by state law or provided by state statute, whichever is less. If BMI is required to employ an attorney to collect any amount due as a result of the default of Buyer, the Buyer shall pay all costs of collection, including reasonable attorney's fees and court costs.

Prior to commencement of project, Buyer shall provide evidence of financing satisfactory to BMI.

- 4.9 **ENGINEERING/CODES/RESPONSIBILITY:** BMI does not warrant any components to meet specific local building ordinances or codes. It is the responsibility of the Buyer to secure necessary governmental approvals. Buyer hereby indemnifies BMI against any and all loss, damage, liability, claims, demands or causes of action arising out of or connected in any way with any act or omission on the part of the Buyer, or with inadequate, improper or erroneous design, plans, specifications, engineering, or information furnished BMI by Buyer including, without limitation, liability for patent or trade secret infringement claims.

- 4.10 **BACKCHARGES:** Backcharges for corrective work performed by Buyer or his representative will not be honored without BMI's prior written acceptance. BMI at all times retains the right to perform corrective work on his own behalf.
- 4.11 **WARRANTY:** BMI warrants that the individual concrete Unifloat modules will be free of defects in materials and workmanship for a period of five (5) years from date of shipment, and that all other dock components (including, but not limited to, walers, weldments, filler slabs, hardware, and fiberglass components) will be free of defects in materials and workmanship for a period of one (1) year from the date of shipment. If within the warranty period the materials are found to be defective, the Buyer must provide written notice of such defects within ten (10) days from the date the defects are discovered. Buyer's sole and exclusive remedy for defective materials and workmanship is limited to the repair or replacement of the defective item by BMI. BMI is not liable for consequential or incidental damages resulting from such defects. BMI hereby disclaims any and all implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose.

The Unifloat® system is intended for protected installations such as exist behind a permanent, fixed breakwater or floating concrete wave attenuator furnished by BMI. Damage resulting from exposure of the Unifloat® system to wave heights exceeding twelve (12) inches is specifically excluded from this warranty. BMI's warranty also excludes coverage for any loss, liability, damage or defect caused by abuse, misuse, accident, neglect, improper or insufficient maintenance, or to any equipment or products which have been repaired or altered by any person not authorized by BMI.

- 4.12 **INDEMNIFICATION:** The Buyer shall assume all liability, including but not limited to liability for injury to person or property, economic loss, and business interruption, for claims arising from the actual use of any equipment, products, or materials furnished by BMI, and agrees to indemnify and hold harmless BMI from any and all claims, demands, actions, or suits arising from the use of such products, materials, or equipment, including reasonable attorney's fees and costs.

Notwithstanding anything herein to the contrary, BMI's cumulative liability to Buyer will under no circumstances exceed the total amount paid to BMI. In any case BMI WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS, DAMAGES, OR EXPENSE DIRECTLY, OR INDIRECTLY, ARISING FROM THE USE OF ANY PRODUCTS

OR ANY INABILITY TO USE THEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR MATERIAL OR FROM ANY OTHER CAUSE.

- 4.13 **NON-UNION CONTRACTOR:** Seller is a non-union contractor and its quotation is expressly conditioned on Buyer's agreement that Seller will not be required to become signatory to any union agreement in connection with the project. Language to the contrary in any purchase order or subcontract will not be accepted by Seller.
- 4.14 **CAUTION:** Float systems are unstable when placed in water prior to assembly in their final intended configuration. Modules or subassemblies should be handled with care during installation and should never be stood or walked upon prior to finished assembly.
- 4.15 **WARNING:** BMI has been notified by its wood preservers that the chemicals used in the wood treatment process are known to cause cancer.
- 4.16 **DISPUTES:** Buyer hereby agrees that BMI, at its sole discretion, may refer any or all controversies, disputes, or claims of whatever nature arising out of, in connection with, or in relation to the interpretation, from performance or breach of this Proposal, including any claim based on contract, tort, or statute to final and binding arbitration administered by and in accordance with the then existing Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon any award rendered by the Arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. Any dispute not referred to arbitration by BMI shall be resolved in a court of competent jurisdiction in the venue agreed to herein. The presiding judge or arbitrator shall determine which is the prevailing party and shall include in the award that party's reasonable attorneys' fees and costs.
- 4.17 **VENUE AND CHOICE OF LAWS:** For all disputes arising from this Proposal, whether decided by the court or through arbitration, venue shall be in the state and county where BMI's goods were intended to be delivered and installed. The laws of the forum state, including that state's choice of law rules, shall apply to all proceedings.
- 4.18 **CONTRACT DOCUMENTS:** The Contract Documents, in addition to this proposal, will include BMI's standard agreement for construction.

In the event Buyer's acceptance of this proposal includes terms additional to or different from this proposal, Buyer's acceptance is nevertheless effective, and the terms of this proposal control.

Mr. Robert Berry – Lake Park Attenuator Relocation & Storm Repair Proposal  
May 14, 2008

Notification of objection to all such additional or different terms is hereby given.

We hope this proposal contains sufficient detail to permit your fullest evaluation. Please feel free to contact us at any time for further information.

Sincerely,

*Steve Ryder*

Manager of Project Development  
Bellingham Marine

Florida State Contractor's License #CGC 059769

*SR:sr:Lake Park Attenuator Relocation & Noel Repair 051408.doc*



The World's Most Comprehensive  
Marina Builder



May 30, 2008

Mr. Robert Cutcher, P.E.  
Cutcher & Associates - Coastal Engineers  
900 East Indiantown Road  
Jupiter, FL 33477

Reference: City of Lake Park Marina – Attenuator Repairs Materials

Dear Robert:

Thank you for the opportunity to present our quotation for the manufacture and delivery of materials to repair and move the Lake Park Marina wave attenuator. The purpose of this written proposal is to present our offer to perform the work identified in this proposal.

Our quoted price is:

Unifloat® Repair Materials                   \$ 28,230.00

F.O.B.: Lake Park, Florida

The following items in Section 1 are included in our proposal:

- 1.1 CONCRETE UNIFLOATS® MODULES – includes manufacture of a 9' x 12' float module (912NLBTi) for the new corner float on the main walkway to allow the attenuator section to be moved towards the shore by 8' and includes manufacture of a new 10' x 10' float module (1010NLP5) to replace the damaged section on the main walkway of the attenuator.
- 1.2 FABRICATED, TREATED (CCA) WOOD WALER SYSTEM - all walers to be Southern Yellow Pine, No. 1. Including new 4" x 12" walers (approximately 40') and 2" x 12" cover boards in the shortened main walkway section with 2" x 12" and 2" x 6" cover board (approximately 60') with in the repair area on the attenuator section.
- 1.3 GALVANIZED STEEL HARDWARE – includes 10 each 12'-4½" thru-rods, 2 each 7'-6½" stainless steel thru-rods, 2 each ¾" x 8¾" machine

4002\_123003

1813 Dennis Street  
Jacksonville, Florida 32204  
Tel: (904) 358-3382 FAX: (904) 354-4818

bolts in the shortened main walkway float section, 8 each 8'-10½" thru-rods, 30 each 12'- 1½" thru-rods and 8 each ¾" x 12½" machine bolts installed in the repair area.

- 1.4 GALVANIZED STEEL WELDMENTS - including 9 each 18" internal pile guides and 2 each 4' x 6' triangle frames will be supplied to replace existing or missing guides on the attenuator section and for the new location of the finger pier on the attenuator.
  - 1.5 VINYL FENDERING – includes 100 feet of grey vinyl fendering.
  - 1.6 LOADING AND SECURING ON OUR TRUCKS WITH FREIGHT PREPAID TO LAKE PARK, FLORIDA.
  - 1.7 SHOP DRAWINGS.
2. **All items and quantities not specifically included in Section 1 above are *specifically excluded from this proposal*. Excluded items include, but are not limited to, the following:**
- 2.1 SALES TAX.
  - 2.2 TEMPORARY PILING INSTALLATION.
  - 2.3 MATERIAL INSTALLATION.
  - 2.4 TURBIDITY MONITORING.
  - 2.5 SIGNED OR SEALED SHOP DRAWINGS OR CALCULATIONS.
  - 2.6 PERMITS AND LICENSES.
  - 2.7 SOILS TESTING OR ENGINEERING.
  - 2.8 BUILDERS RISK INSURANCE.
3. **Other provisions:**
- 3.1 FREEBOARD: The concrete Unifloats® included in this proposal are calculated to maintain a freeboard of 18", plus or minus 1".
  - 3.2 DESIGN CRITERIA: Per the original project structural design.
  - 3.3 UTILITIES: Provisions will be made for utilities to be run internally through the float system using a 4 ½" x 16 ¾" open duct PVC raceway

and 1 each, 17" x 30" junction box. Additional boxes and tubes, if required, can be supplied at an additional cost.

- 3.4 **SHIPMENT:** Will occur within 8 weeks after receipt of approved shop drawings, based on our current production schedule. Production of concrete Unifloats® cannot commence prior to receipt of approved shop drawings.
- 3.5 **PRICE VALIDITY:** Prices are valid for firm orders placed within a period of thirty (30) days after quotation and are subject to reconfirmation thereafter.
- 3.6 **PAYMENT TERMS:** Payment due net ten (10) days from receipt of invoice. Method of payment to be approved by BMI's credit department prior to start of production. Interest will be charged on past due accounts at 18% per annum, or at the highest non-usurious commercial rate allowable by state law or provided by state statute, whichever is less. If BMI is required to employ an attorney to collect any amount due as a result of the default of Buyer, the Buyer shall pay all costs of collection, including reasonable attorney's fees and court costs.

Payment is not subject to retention.

Prior to commencement of project, Buyer shall provide evidence of financing satisfactory to BMI.

- 3.7 **ENGINEERING/CODES/RESPONSIBILITY:** BMI does not warrant any components to meet specific local planning, environmental or architectural ordinances or codes. It is the responsibility of the Buyer to secure necessary governmental approvals of the engineering or design incorporated into the Unifloat® system.
- 3.8 **BACKCHARGES:** Backcharges for corrective work performed by Buyer or its representative will not be honored without BMI's prior written acceptance. BMI at all times retains the right to perform corrective work on its own behalf.
- 3.9 **WARRANTY:** BMI warrants that the individual concrete Unifloat® modules will be free of defects in materials and workmanship for a period of five (5) years from date of shipment, and that all other dock components (including, but not limited to, walers, weldments, filler slabs, hardware, and fiberglass components) will be free of defects in materials and workmanship for a period of one (1) year from the date of shipment. If within the warranty period the materials are found to be defective, the Buyer must provide written notice of such defects within

ten (10) days from the date the defects are discovered. Buyer's sole and exclusive remedy for defective materials and workmanship is limited to the repair or replacement of the defective item by BMI. BMI is not liable for consequential or incidental damages resulting from such defects. BMI hereby disclaims any and all implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose.

The Unifloat® system is intended for protected installations such as exist behind a permanent, fixed breakwater or floating concrete wave attenuator furnished by BMI. BMI's warranty excludes coverage for any loss, liability, damage or defect caused by abuse, misuse, accident, neglect, improper or insufficient maintenance, or to any equipment or products which have been repaired or altered by any person not authorized by BMI.

- 3.10 **INDEMNIFICATION:** The Buyer shall assume all liability, including but not limited to liability for injury to person or property, economic loss, and business interruption, for claims arising from the actual use of any equipment, products, or materials furnished by BMI, and agrees to indemnify and hold harmless BMI from any and all claims, demands, actions, or suits arising from the use of such products, materials, or equipment, including reasonable attorney's fees and costs.

Notwithstanding anything herein to the contrary, BMI's cumulative liability to Buyer will under no circumstances exceed the total amount paid to BMI. In any case BMI WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS, DAMAGES, OR EXPENSE DIRECTLY, OR INDIRECTLY, ARISING FROM THE USE OF ANY PRODUCTS OR ANY INABILITY TO USE THEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR MATERIAL OR FROM ANY OTHER CAUSE.

- 3.11 **CAUTION:** Float systems are unstable when placed in water prior to assembly in their final intended configuration. Modules or subassemblies should be handled with care during installation and should never be stood or walked upon prior to finished assembly.
- 3.12 **WARNING:** BMI has been notified by its wood preservers that the chemicals used in the wood treatment process are known to cause cancer.
- 3.13 **DISPUTES:** Buyer hereby agrees that BMI, at its sole discretion, may refer any or all controversies, disputes, or claims of whatever nature arising out of, in connection with, or in relation to the interpretation,

from performance or breach of this Proposal, including any claim based on contract, tort, or statute to final and binding arbitration administered by and in accordance with the then existing Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon any award rendered by the Arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. Any dispute not referred to arbitration by BMI shall be resolved in a court of competent jurisdiction in the venue agreed to herein. The presiding judge or arbitrator shall determine which is the prevailing party and shall include in the award that party's reasonable attorneys' fees and costs.

- 3.14 VENUE AND CHOICE OF LAWS: For all disputes arising from this Proposal, whether decided by the court or through arbitration, venue shall be in the state and county where BMI's goods were intended to be delivered and installed. The laws of the forum state, including that state's choice of law rules, shall apply to all proceedings.
- 3.15 ENTIRE CONTRACT: When accepted by Buyer, this Proposal shall constitute the entire agreement between the parties. Its terms shall be controlling in the event same are inconsistent with any plans, specifications, bid invitation, purchase order, subcontract, or other instrument furnished by Buyer.

Acceptance of any offer made by BMI is expressly limited to the exact terms contained in this proposal and any attempt to alter or omit any of such terms shall be deemed an acceptance of the offer, except that any altered or omitted terms shall not be binding on BMI unless BMI has specifically agreed to such altered terms in writing.

We hope this proposal contains sufficient detail to permit your fullest evaluation. Please feel free to contact us at any time for further information.

Sincerely,

*Steve Ryder*

Steve Ryder, Manager of Project Development  
Bellingham Marine

SR:sr:Lake Park Attenuator Repair Supply.doc

Approved: \_\_\_\_\_

A signed copy of this quotation will serve as acceptance and agreement by the Buyer to purchase the materials and/or services described herein.

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

## TOWN OF LAKE PARK ATTENUATOR DOCK REPAIR

<u>OPTION 1</u>		<u>OPTION 2</u>	
<u>TURN-KEY BY BELLINGHAM MARINE</u>		<u>PARTS BY TLP FROM BELLINGHAM MARINE LABOR BY LOCAL CONTRACTORS</u>	
DOCK REPAIR PARTS	\$28,230	DOCK REPAIR PARTS BY BELLINGHAM	\$28,230
DOCK REPAIR LABOR INCL. PILES, ELECTRIC, AND WATER	\$135,970	DOCK REPAIR LABOR BY VANCE CONSTR.	\$28,000
		PILES BY VANCE CONSTRUCTION	\$65,000
		ELECTRIC BY KASPER ELECTRIC CONTR.	\$2,280
		WATER BY MACDONALD CONTRACTORS	\$2,000
<b>TOTAL</b>	<b>\$164,200</b>	<b>TOTAL</b>	<b>\$125,510</b>

The Vance Construction Co., Inc.

P.O. Box 4592  
 West Palm Beach, FL 33402-4592

# PROPOSAL

DATE	ESTIMATE NO.
5/14/2008	22025

NAME / ADDRESS
The Town of Lake Park 535 Park Avenue Lake Park, FL 33403

P.O. NO.

DESCRIPTION	QTY	COST	TOTAL
Vance Construction Co. proposes to furnish all labor, equipment, and material to complete the following. Extract (9) nine 18"x 18"x 50' precast concrete piling. Transport and stage (9) 18"x18"x50'attenuator piling in upland staging area provided by Lake Park Install 2 temporary pipe pile adjacent to north breakwater.			
Remove (3) three 12" greenhart mooring piling Transport and stage (3) three 12" greenhart mooring pile.			
Redrive (9) nine 18"x18"x50' precast attenuator piling,per Engineer layout. Install (3) three 12" greenhart mooring piling per engineer layout.			

	<b>TOTAL</b>
--	--------------

Note: The proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF THE PROPOSAL: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The above quotation is subject to all terms and conditions of both sides hereof, and becomes a contract when acceptance is signed by an authorized agent of each party.

\_\_\_\_\_  
 Customer signature

The Vance Construction Co., Inc.

P.O. Box 4592  
 West Palm Beach, FL 33402-4592

# PROPOSAL

DATE	ESTIMATE NO.
5/14/2008	22025

NAME / ADDRESS
The Town of Lake Park 535 Park Avenue Lake Park, FL 33403

P.O. NO

DESCRIPTION	QTY	COST	TOTAL
Remove existing Bellingham wave attenuator, repair damaged section, replace as directed as per engineers layout. Provisions 1) Town of Lake Park to provide all material for necessary repairs to wave attenuator 2) Town of Lake Park to provide all disconnects and reconnects of existing utilities. (plumbing, electric, cable, etc) For the lump sum price of		93,000.00	93,000.00
		<b>TOTAL</b>	<b>\$93,000.00</b>

Note: The proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF THE PROPOSAL. The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The above quotation is subject to all terms and conditions of both sides hereof, and becomes a contract when acceptance is signed by an authorized agent of each party.

\_\_\_\_\_  
 Customer signature



**KASPER ELECTRICAL INC. 1125 OLD DIXIE HWY #9  
LAKE PARK, FL 33403 PHONE (561) 845-1660  
LIC. # EC-0001409 FAX (561) 845-1575**

**PROPOSAL**

**TO: Cutcher & Associates, Inc.  
Coastal Engineers  
Attn: Bob Berry**

**FROM: Kasper Electrical Inc**

**JOB NAME: Lake Park Marina Dock Repairs  
DATE: 6-03-08  
JOB LOCATION: Lake Park Marina South Dock  
PHONE: 561-748-6745 FAX: 748-6865**

**PROPOSAL TO INCLUDE:** Supply labor to remove shore power service wires for slips I-130, I-131, I-132, I-133 and then mark and coil wire to be stored at our shop till a later date when wire can be re-pulled in. Also Kasper will reinstall electric and telephone conduit from the last existing junction box to the new re-worked floating dock. Note: This Proposal does not include repairing of piping that will be done to the floating dock while in repair as the new sea wall is being installed. Existing materials that might be damage due to salt water or other conditions and any existing code violations.

**NOT INCLUDED IN PROPOSAL AMOUNT:**

**Permit, Cutting or Patching of Concrete or Drywall**

**TOTAL JOB COST \$ 2,280.00  
FOR PROPOSAL**

**AUTHORIZED  
SIGNATURE:**

**ACCEPTANCE OF PROPOSAL**

**CONDITIONS OF PROPOSAL**

**Net 30 days**

**SIGNATURE: \_\_\_\_\_  
Date of signature: \_\_\_\_\_**

**Robert Berry**

---

**From:** Robert MacDonald [marinautilites@gmail.com]  
**Sent:** Tuesday, June 03, 2008 9:28 AM  
**To:** R.Berry@cutcherassociates.com  
**Subject:** Lake Park Marina  
**Attachments:** \_AVG certification\_.txt

Bob,

As we discussed this morning, the work you have proposed is best performed on a time and material basis. We charge \$105/hr for a two man crew. For budgeting purposes, I would estimate a half day for the disconnect and up to a whole day for the reconnect. A budget number of \$2000 should cover it.

Robert MacDonald  
General Manager  
Dave Lincoln Contracting

(c) 239-877-9396  
(o) 239-331-2638  
(f) 239-331-2641

# TAB 8

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

Meeting Date: June 18, 2008

Agenda Item No. *Tab 8*

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

**SUBJECT:** Construction Administration Professional Services for Marina Breakwater

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. Lewis* Date: *6/12/08*

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

<b>Originating Department:</b>  Town Manager	<b>Costs: \$ Not to Exceed</b> \$22,900 <b>Funding Source: Marina Debt Service</b> Acct. #	<b>Attachments:</b> Proposal
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The Construction for the Marina South Breakwater will be commencing shortly. It is essential to ensure that the construction is observed and

**monitored by the design professional to ensure adherence to the plans and for quality control.**

**Attached please find a proposal by the design engineer of record, Cutcher and Associates, for professional services in an amount not to exceed \$22,900. Staff has reviewed this proposal and finds it to be appropriate and reasonable.**

**WORK AUTHORIZATION  
FOR PROFESSIONAL ENGINEERING SERVICES: 07 – 257.1  
CLIENT: TOWN OF LAKE PARK – MARINA BREAKWATER**

**General**

This agreement is for professional engineering services on the part of the Consultant: Cutcher & Associates, Inc. and the Client: Town of Lake Park. The design and permitting work for this project was initiated through an open contract with Calvin-Giordano Associates, Inc. The project includes Construction Observations for the construction of the breakwater at the Lake Park Harbor Marina. These engineering services include a pre-construction meeting, daily field construction observations, review of pay requests, submittal and change order review, and assembling a construction summary document. These engineering services are proposed as follows:

**Scope of Services**

1. Arrange and conduct an on-site, pre-construction meeting with DEP staff, contractor staff, and marina personnel.
2. Perform daily site inspections/construction observations, including verification of materials, performing concrete slump tests, verification of pile and panel embedment depths, and verification of forms and reinforcing steel placement prior to concrete pours.
3. Review pay requests.
4. Review submittals.
5. Coordinate with Material Testing Lab for performance of concrete cylinder break tests.
6. Perform substantial completion of project.
7. Prepare punch list of observed deficiencies.
8. Perform final completion inspection.
9. Prepare final certification and as-built drawing set and submit to FDEP.
10. Assemble a final construction document for the Town.

**Schedule**

We anticipate a 60 day construction schedule. This proposal is based on 2 hour daily site inspections, 5 days per week.

**Professional Labor**

The cost for the above services is not to exceed \$22,900 and assumes that the project maintains the proposed schedule. If additional tasks beyond the scope of this proposal are required, a separate Work Authorization will be provided to the client.

**Reimbursable Expenses**

The costs for plotting, blueprints and copying will be passed on to the client directly. Geotechnical Engineering services shall be billed directly to the Town of Lake Park.

**Payment**

Hours will be billed and summarized on an invoice statement form. An invoice will be submitted to the Client each month, following completion of the invoiced work. Payment for the submitted invoice is expected within 15 working days from receipt of an invoice. The engineer reserves the right to withhold all drawings, permits and work related products until duly compensated as based upon this agreement.

**Acceptance**

Authorization for these services, acceptance of the conditions of payment and Notice to Proceed can be made by signing and returning one copy of this agreement.

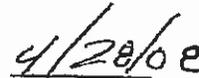
**Professional Engineering Services Authorization  
07-257.1**

\_\_\_\_\_  
Maria Davis – Town Manager  
Authorized Signature

\_\_\_\_\_  
Date



\_\_\_\_\_  
Robert J. Cutcher, P.E.

  
\_\_\_\_\_  
Date

# TAB 9

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

**Meeting Date: June 18, 2008**

Agenda Item No. *Tab 9*

- |  |   |
|--|---|
| <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"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |   |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT: Award Contract to Patterson Pope for the Supply and Installation of Shelving Utilizing State of Florida Contract for Spacesaver Shelving, Contract # 420-420-07-1**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Town Manager *W. Davis* Date: *6/11/08*

Name/Title

Date of Actual Submittal

<b>Originating Department:</b>  Town Manager	<b>Costs: \$12,529.09</b>  <b>Funding Source: Non-Departmental Contingency Acct. #</b>	<b>Attachments:</b> Proposal Package
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The State of Florida requires that various records be retained for specific periods of time. Every Town Department is faced with woefully inadequate records retention space. This has resulted in boxes being stacked in hallways, offices, closets, and in the Police Department jail cell, garage, etc.

Additionally, the Community Development Department has been leasing storage space from U' and Me Storage for the past three years. The Town pays for storage and an additional fee each time records are requested to be pulled from storage. The Town paid \$2,563 over the past twelve months just to store and manage Community Development records that are stored off site. Further, when Community Development requires records to be pulled, the Department must wait 24 hours to receive the records.

The lack of a centralized storage facility for records retention is costly, inefficient and extremely frustrating for staff. Currently, the Town's facility which houses PBSO has a 33' x 17' vacant room. Staff obtained a quote from Patterson Pope, a company on the State of Florida Shelving bid list, to design a floor to ceiling storage facility utilizing this room to accommodate all departmental records retention needs. The proposal contained two options; one for box storage only with a capacity for 966 bankers boxes in the amount of \$11,481.33 and the second option for 696 bankers boxes plus rolled plan storage in the amount of \$12,529.09

In order to fully accommodate all departmental needs, staff is recommending option 2 which includes box and rolled plan storage. This would allow for the Community Development Department to retain all records on site and eliminate the annual storage lease expense.

Staff is respectfully requesting authority to purchase and install shelving to provide for adequate records retention for the Town. The project would be funded through the non-departmental contingency account. This account currently has a balance of \$107,456 before the proposed expense.

**PROPOSAL FOR:**

---

**Town of Lake Park**

Attn: Jessica J. Shepherd, Deputy Town Clerk

**DATE:** June 9, 2008

**QUOTE #:** CD07-08-03148

**DRAWING #:** 083148A1,A2

**SYSTEM:** Spacesaver 4-Post Shelving for Box Storage

**PURPOSE:** Provide a safe working environment for personnel, improve productivity, enhance employee morale, save valuable floor space.

**Our design will:**

- \*Maximize storage capacity.**
- \*Maximize the dimensional characteristics of your storage areas.**
- \*Maximize floor space utilization.**
- \*Minimize the "Cost of Storage"**
- \*Provide for future growth**

**INVESTMENT SUMMARY:      Project #08-3148**

**Option 1:    Box Storage Only**

<u>EQUIPMENT</u>	<u>LIST PRICE</u>	<u>DISCOUNT</u>	<u>NETAMOUNT</u>
Shelving	\$15,527.50	57.6%	\$6,583.66
Installation:			1,361.77
Inside Delivery:			1,140.05
Freight:			2,395.85
Space Planning:			No Charge
		<b><u>TOTAL:</u></b>	<b><u>\$11,481.33</u></b>

Note: Pricing in accordance with the State of Florida Contract for Spacesaver Shelving.

Finishes to be approved, prior to order entry.

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

**Option 2:    Box & Rolled Plan Storage**

<u>EQUIPMENT</u>	<u>LIST PRICE</u>	<u>DISCOUNT</u>	<u>NETAMOUNT</u>
Shelving	\$16,644.70	57.6%	\$7,057.35
Installation:			1,760.54
Inside Delivery:			1,207.11
Freight:			2,504.09
Space Planning:			No Charge
		<b><u>TOTAL:</u></b>	<b><u>\$12,529.09</u></b>

Note: Pricing in accordance with the State of Florida Contract for Spacesaver Shelving.

Finishes to be approved, prior to order entry.

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

**RECOMMENDED: Spacesaver 4-Post Shelving**

Floor plan and elevations on the attached drawings provide maximum utilization of floor space to meet current storage needs and provide for growth.

**Media To Be Stored:** Inactive Records in Boxes (13" w x 10.5" h x 16" d)  
(Rolled Plan Storage - Option 2)

**Option 1:**

- 2 Stationary Single-Face Unit 17'6" long x 15" deep x 88" high
- 2 Stationary Single-Face Unit 42" long x 15" deep x 88" high
- 2 Stationary Double-Face Unit 14' long x 30" deep x 88" high
- 3 Stationary Single-Face Unit 10'6" long x 30" deep x 88" high

**Estimated Capacity:**

Box Storage: 966 Bankers Boxes (13" w x 10.5" h x 16" d)

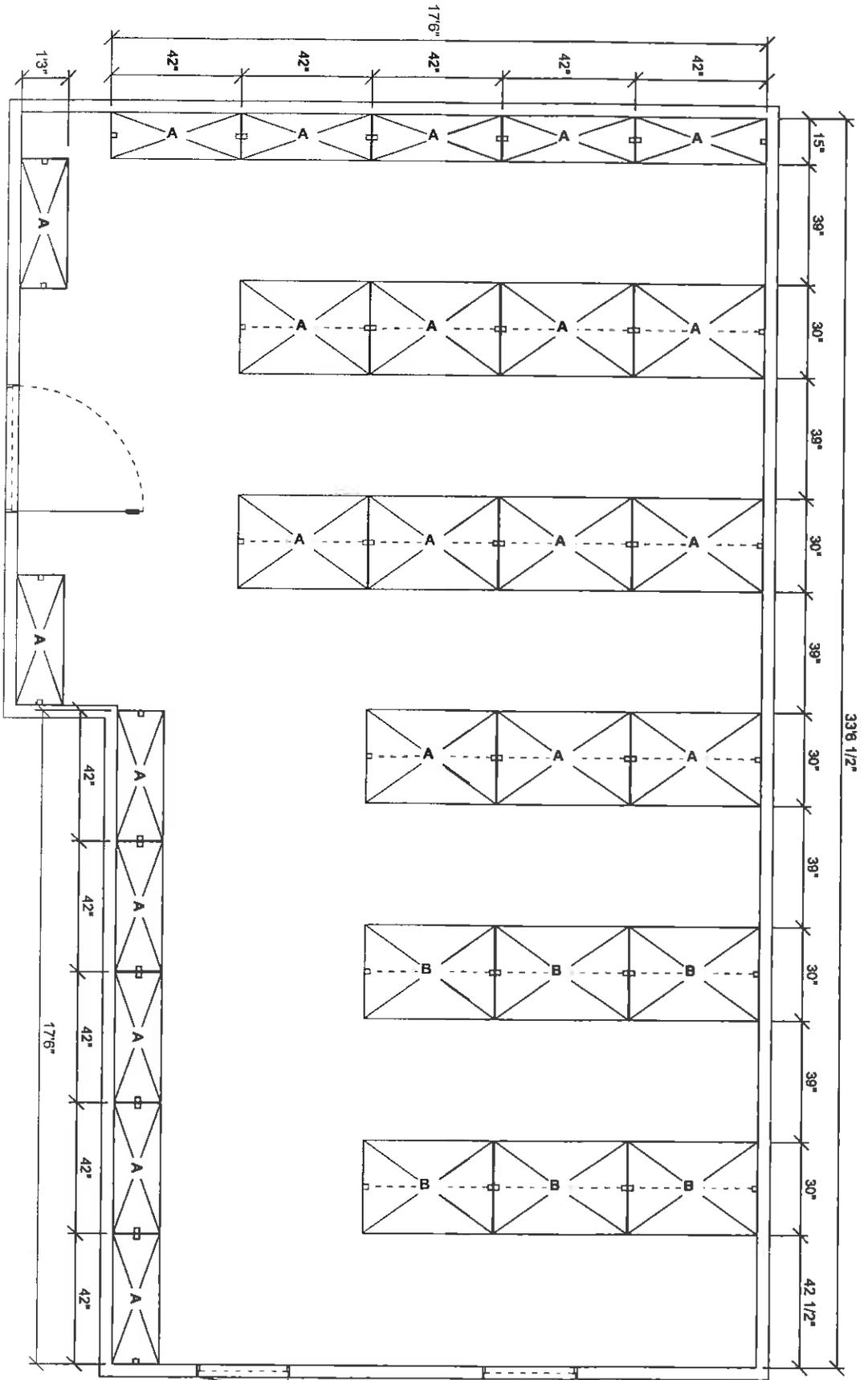
**Option 2:**

- 2 Stationary Single-Face Unit 17'6" long x 15" deep x 88" high
- 2 Stationary Single-Face Unit 42" long x 15" deep x 88" high
- 2 Stationary Double-Face Unit 14' long x 30" deep x 88" high
- 3 Stationary Single-Face Unit 10'6" long x 30" deep x 88" high

**Estimated Capacity:** 696 Bankers Boxes (13" w x 10.5" h x 16" d)  
Plus Rolled Plan Storage

**Pricing Discount in Accordance with State of Florida Pricing  
State Purchasing Contract # 420-420-07-1**

**CONTRACTOR: KI/Spacesaver Storage/Patterson Pope**



**patterson · pope**  
SPACE MADE SIMPLE

Project Name: TOWN OF LAKE PARK

Salesperson:  
**CHARLES DIDDEN**

Scale  
1/4" = 1'

Rev level:

Project #:  
08-3148A2

Drawn by:  
**JESSE GRUEN**

Date Printed:  
06/09/2008

APPROVAL  
This drawing Approved By: \_\_\_\_\_

Dated \_\_\_\_\_



**Spacesaver Products and Discount Structure  
Florida State Contract  
Educational / Institutional Furniture**

<b>Mobile Products</b>	
List Price Range	Discount
\$100.00 - \$124,999.99	52.10%
\$125,000.00 - \$187,499.99	52.60%
\$187,500.00 - \$312,499.99	56.00%
\$312,500.00 - \$444,444.00	58.40%

<b>4-Post &amp; Case-Type Shelving</b>	
List Price Range	Discount
\$100.00 - \$6,249.99	50.50%
\$6,250.00 - \$12,499.99	52.90%
<u>\$12,500.00 - \$21,249.99</u>	57.60%
\$21,250.00 - \$444,444.00	59.90%

<b>Cantilever Bookstack Shelving</b>	
List Price Range	Discount
\$100.00 - \$4,874.99	52.90%
\$4,875.00 - \$13,374.99	57.60%
\$13,375.00 - \$23,999.99	59.60%
\$24,000.00 - \$444,444.00	62.80%

<b>Wide Span Shelving</b>	
List Price Range	Discount
\$100.00 - \$124,999.99	52.10%
\$125,000.00 - \$187,499.99	52.60%
\$187,500.00 - \$312,499.99	56.00%
\$312,500.00 - \$444,444.00	58.40%

<b>Storage Products / DSM Products</b>	
List Price Range	Discount
\$100.00 - \$124,999.99	52.10%
\$125,000.00 - \$187,499.99	52.60%
\$187,500.00 - \$312,499.99	56.00%
\$312,500.00 - \$444,444.00	58.40%

<b>Rotary Storage Units</b>	
<b>List Price Range</b>	<b>Discount</b>
<b>\$100.00 - \$29,999.99</b>	<b>51.20%</b>
<b>\$30,000.00 - \$150,000.00</b>	<b>60.30%</b>

- Discounts and list prices per current GSA contract; FOB. Factory.
- Freight and installation not included and will be priced on a job by job basis.
- Warranty: 5-years parts, 1-year labor.
- Shipments: Average 60 days ARO.
- Payment Terms: Net 30 days.
- FOB Points: All items shipped FOB Factory within continental United States from 1450 Janesville Avenue, Fort Atkinson, WI 53538.
- Spacesaver is a division of KI.
- Surcharges in effect at time of order will be applied to all individual orders. Current surcharges are 5% for all mobile products and 20% for all shelving and storage products. Surcharges do not apply to DSM Evidence or Personal Duty Lockers.

**FLORIDA STATE CONTRACT ORDER / PAYMENT INFORMATION**

**Contract Information:**

KI / Spacesaver Storage / Patterson Pope  
Educational / Institutional Furniture  
Contract #420-420-07-1

**Ordering and Payment Address:**

Patterson Pope  
4180 St. Johns Parkway, Suite 1004  
Sanford, FL 32771

**Corporate Headquarters**

4180 St. Johns Parkway, Suite 1004  
Sanford, FL 32771  
800-432-6230 (FL Toll Free)  
407-328-0688

Sales & Marketing/ext.17      Hardware Support/ext.21  
Software Support/ext.11

**Miami Office**

2219 Hollywood Blvd., Suite 102  
Hollywood, FL 33020  
954-921-9004

**Tampa Office**

7320 E. Fletcher St.  
Tampa, FL 33637  
813-626-3378

**Jacksonville Office**

4720 Salisbury Rd., #216  
Jacksonville, FL 32256  
904-396-4700

**Palm Beach County Office**

407 Circle East  
Jupiter, FL 33458  
561-315-8886

## **Partial listing of recent installations**

Palm Beach County Government (Mobile, Shelving, Records Management)

Palm Beach Atlantic University (Shelving)

Martin County School District (Shelving, Records Management)

Martin County Sheriff's Office (Mobile, Shelving, Records Management)

Florida Atlantic University (Mobile, Shelving)

US Department of Justice (Shelving)

City of Boca Raton (Mobile, Shelving)

Historical Society of Palm Beach County (Mobile, Shelving)

Palm Beach County Sheriff's Office (Mobile, Shelving, Records Management)

Village of North Palm Beach (Shelving)

Town of Jupiter Police (Mobile, Shelving, Records Management)

# TAB 10

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

Meeting Date: June 18, 2008

Agenda Item No. Tab 10

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

**SUBJECT: Landscape Installation Contract Award for Lake Shore Park to Chris Wayne and Associates Utilizing City of Lauderdale Lakes Contract #07-3030-20B**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Town Manager *M. P. Davis* Date: *6/13/08*

Abu Canady, Public Works Director

Date of Actual Submittal

<b>Originating Department:</b>  Public Works	Costs: \$35,210.00  Funding Source: Park Renovation Project Acct. # 301-63801	Attachments: Contractor's Proposal and Lauderdale Lakes Contract
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works <u><i>AE</i></u> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The attached is a proposal from Chris Wayne and Associates (CWA) for the installation of plant material at Lake Shore Park. The landscape was designed by Landscape Architect Jeff Blakely and the proposal is

**within Mr. Blakely's estimate. CWA recently competitively bid and was awarded a significant streetscape project for the City of Lauderdale Lakes. Staff wishes to piggy-back that contract award and recommends that CWA install the Phase II landscaping at Lake Shore Park.**

**CONSTRUCTION CONTRACT #07-3030-20B**  
**PROJECT NAME: N.W. 52<sup>nd</sup> Avenue Streetscape**

THIS AGREEMENT is dated as of the 31 day of January 2008 between the CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, a municipal corporation, "CITY", and Chris Wayne and Associates, Inc., "CONTRACTOR".

WHEREAS, CITY has awarded to the CONTRACTOR the work of performing certain construction,

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

**Article 1. SCOPE OF WORK.**

CONTRACTOR shall furnish all plant, labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents entitled: N.W. 52<sup>nd</sup> Avenue Streetscape, Invitation to Bid No.: 07-3030-20B.

**Article 2. CONSULTANT.**

Landscape Architects Collaborative, Inc. ("CONSULTANT") has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in connection with completion of the WORK in accordance with the Contract Documents.

**Article 3. CONTRACT TIME; LIQUIDATED DAMAGES.**

- 3.1 The WORK will be substantially completed within 30 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.9 of the General Conditions within 14 calendar days from the date of Substantial Completion.
- 3.2 **Liquidated Damages.** The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY, Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**Article 4. CONTRACT PRICE.**

CITY shall pay CONTRACTOR, for faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as stated herein, a copy of said Bid Form being a part of the Contract Documents, the aggregate amount of this Contract (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both) not to exceed:

Eighty-Four Thousand, Six-Hundred and Twenty-five Dollars

\$84,625.00

**Article 5. PAYMENT PROCEDURES.**

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

- 5.1 Progress Payments. CONTRACTOR may submit an Application for Payment, as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in paragraph 2.6.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.2 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.
- 5.3 CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY and a release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.
- 5.4 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by CITY until Final Completion and acceptance by CITY.
- 5.5 The CITY may withhold, in whole or in part, and in addition to the retainage described at paragraph 5.4 hereof, payment to such extent as may be necessary to protect itself from loss on account of:
  - a. Defective Work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
  - c. Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
  - d. Damage to another CONTRACTOR not remedied.
  - e. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of Surety, satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

- 5.6 Final Payment. Upon final completion and acceptance of the WORK in accordance with paragraph 14.10 of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in said paragraph 14.10.

**Article 6. CONTRACTOR GUARANTEE.**

CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within said twelve (12) month period, free of all costs to the CITY.

**Article 7. CONTRACT DOCUMENTS.**

The Documents hereinafter listed shall form the Contract and they are as fully a part of the Contract as if attached hereto:

- 7.1 Invitation to Bid
- 7.2 Instructions to Bidders
- 7.3 Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Approved Bid Bond, and all required certificates, affidavits and other documentation)
- 7.4 Contract
- 7.5 Contractor's Performance and Payment Bond
- 7.6 General Conditions
- 7.7 Special Conditions
- 7.8 Technical Specifications
- 7.9 Drawings entitled: TS-1 & 2, LP-1 to 3, and IR-1 to 4.
- 7.10 Addendum No.'s 1 and 2.

**ARTICLE 8. NOTICE:** All notices required in this Contract shall be sent by certified mail, return receipt requested and if sent to the CITY shall be mailed to:

City of Lauderdale Lakes/Office of Engineering and Construction Management <u>Attn: Director of Engineering and Construction Mgmt</u> 2916 North State Road No. 7 Lauderdale Lakes, FL 33319-1912 Tel (954) 676-3614 Fax (954) 731-5309	Copy to: Purchasing and Contracts Manager City of Lauderdale Lakes/Purchasing Division 4300 NW 36 <sup>th</sup> Street Lauderdale Lakes, FL 33319-5599 Tel (954) 535-2743 Fax (954) 733-3276
--	---

And if sent to the CONTRACTOR shall be mailed to:

CHRIS WAYNE AND ASSOCIATES, INC.  
Attn: Christopher W. Dellago, President  
15863 97<sup>th</sup> Drive North  
Jupiter, Florida 33478  
Tel (561) 746-4225  
Fax (561) 746-8991

**Article 9. INDEMNITY.**

In consideration of Ten Dollars (\$10.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless CITY, their agents and employees in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

**Article 10. REIMBURSEMENT OF CONSULTANT EXPENSES.**

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

**Article 11. MISCELLANEOUS.**

11.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto, without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.2 CITY and CONTRACTOR each binds itself, their partner, successors, assigns and legal representatives to the other party hereto, their partner, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

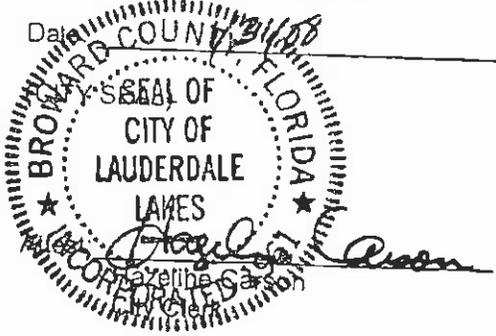
**Article 11. Dates:**

This Contract shall be effective beginning January 23, 2008, notwithstanding it or some of the Contract documents being signed on a different date.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

**CITY OF LAUDERDALE LAKES, FLORIDA**

By: *Anita Fain Taylor*  
Anita Fain Taylor, City Manager



Review and approved as to form and legality by:  
*[Signature]*  
(City Attorney)

CONTRACTOR CWA CHRIS WAYNE & ASSOC. INC.

By: *Chris W. Dellago*, RLA  
(Signature)

Name: CHRIS W. DELLAGO  
(Type or Print)

Date: 1-30-08

(CORPORATE SEAL)

License No.: U-20161, 2005-15865  
2005-1586

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a Corporation or Partnership, attach evidence of authority to sign)

Chris Wayne and Associates, Inc.  
Landscape Architects and Contractors

## Proposal

Attention: Abu Canady, Public Works Director  
Fax: 881-3349  
Re: Lake Shore Park Phase II Planting Installation Proposal

### Overview

Chris Wayne and Associates, Inc herein referred to as Contractor, offers to provide landscape construction services for the Town of Lake Park, herein referred to as Client, at Lake Shore Park for Phase II. Services are outlined below, and are herein referred to as WORK. Additional services shall be provided as mutually agreed upon.

### Work

Provide all necessary labor, equipment and materials to deliver and install the following. Work shall be in accordance with plans and specifications for Lake Shore Park Phase 2, Landscape site plan, dated June 30, 2007 Sheet L-1 and L-3 By Blakely and Associates. Specifications omitted include 2,4,5,6,7,8,9,10,13,19,20,21,22,23,24,25,28,29,30 and 31

#### Trees and Palms

Sabal Palmetto/Cabbage Palm 10-15' CT.	25	250 ea	6250
Silver Butonwood 10-12' STD 25 Gal Full	6	250 ea	1500
Green Butonwood 10-12' STD 25 Gal Full	10	250 ea	2500
Green Malayan Coconut Palm 5' GW	3	750 ea	2250
Sea Grape 16-18' Full Heavy	1	720 ea	720
Clusia guttifera Dwarf Pitch Apple 10-12' OA, 25 Gal	5	275 ea	1375
Gumbo Limbo 10-12' OA	2	250 ea	500

Total \$ 15,095 00

#### Shrubs and Groundcover

Dwarf Cocoplum 3Gal	285	15 ea	4275
Red Tip Cocoplum	90	12 ea	1080
Seagrape 3 Gal.	270	12 ea	3240
Crinum Lily 10 Gal Full	14	70 ea	980
Green Island Ficus 3 gal.	50	12 ea	600
Hymenocallis latifolia 3 Gal.	175	12 ea	2100
Dwarf Shore Juniper 3 Gal.	145	12 ea	1740
Pentalinon Leteum/Wild Allamanda 3Gal. Full	15	20 ea	300
White Indian Hawthorn 3 Gal. Full	250	12 ea	3000
Dwarf Oyster Plant	270	5 ea	1350
	290	5 cy	1450

Mulch

Total \$ 20,115 00

**Total Project Lump Sum \$ 35,210.00**

### Schedule

Work shall be performed in accordance with project schedule and as agreed upon by Client and Contractor  
Work shall not exceed 30 business days.

### Compensation

CLIENT shall pay CONTRACTOR for work completed within 30 days

### Warranty

Per Specifications

Respectfully Submitted

Accepted

\_\_\_\_\_  
Christopher W Dellago, RLA  
President, CEO

\_\_\_\_\_  
Client/Title

Date \_\_\_\_\_

Date \_\_\_\_\_



**B L A K E L Y A N D A S S O C I A T E S**  
**LANDSCAPE ARCHITECTS AND PLANNERS, INC.**  
 4099 Burns Road, Palm Beach Gardens, Florida 33410  
 Phone (561) 627-6145 • Fax (561) 627-5837

**T R A N S M I T T A L L E T T E R**

TO Town of Lake Park DATE June 5, 2008  
Attention Maria Davis RE Lake Shore Park

TRANSMISSION BY

- Mail
- Express Mail
- Drop Off
- Pick Up
- Other

DESCRIPTION OF CONTENTS

Phase two landscape planning plan for Lake Shore Park,  
Lake Park Florida  
RECEIVED  
JUN 6 2008  
Town Of Lake Park  
Office Of Town Manager

THESE ARE TRANSMITTED

- For Approval
- As Requested
- For Bids Due
- Other

COMMENTS

I will email the cost estimate for Phase 2 later today.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNED Jeff Blakely COPY TO File  
 Jeff Blakely, ASLA

# Lake Shore Park

## Lake Park, Florida

### Phase Two

*Plant List / Cost Estimate*

*June 6, 2008*

\*\*\*\*\*

<u>Qty.</u>	<u>Botanical Name / Common Name</u>	<u>Specifications</u>	<u>Price</u>
2	<i>Bursera simaruba</i> / Gumbo Limbo	10-12', 25G	\$ 600.00
285	<i>Chrysobalanus icaco</i> 'Hobe Sound Dwarf' / Dwarf Cocoplum	3G	4,275.00
90	<i>Chrysobalanus icaco</i> 'Red Tip' / Red Tip Cocoplum	3G	1,260.00
5	<i>Clusia guttifera</i> / Dwarf Clusia	10-12', 25G, Full	1,500.00
335	<i>Coccoloba uvifera</i> / Seagrape	3G, Full, Heavy, 18-24"	5,025.00
1	<i>Coccoloba uvifera</i> / Seagrape	16-18' x 10', Multi, Full, Heavy	600.00
3	<i>Cocos nucifera</i> 'Red Malayan' / Red Malayan Coconut Palm	5' GW Matched	3,000.00
10	<i>Conocarpus erectus</i> / Green Buttonwood	10-12' STD, 25G, Full	2,500.00
6	<i>Conocarpus erectus sericeus</i> / Silver Buttonwood	10-12' STD, 25G, Full	1,800.00
14	<i>Crinum asiaticum</i> / Spider Lily	10G, Full, Heavy	1,750.00
50	<i>Ficus macrophylla</i> 'Green Island' / Green Island Fig	3G	700.00
175	<i>Hymenocallis latifolia</i> / Seaside Lily	3G	2,450.00
145	<i>Juniperus conferta</i> 'Compacta' / Dwarf Shore Juniper	3G, Trailing	2,030.00
15	<i>Pentalinon luteum</i> / Wild Allamanda ( <u>not</u> <i>Allamanda</i> spp.)	3G, Full	225.00
250	<i>Raphiolepis indica</i> 'Alba' / White Indian Hawthorne	3G, Full	3,500.00
270	<i>Rhoeo bermudiana</i> / Dwarf Oyster Plant	GC (Divide full GC's to provide minimum 8 pips/4ft <sup>2</sup> )	1,620.00
25	<i>Sabal palmetto</i> / Cabbage Palm	10-15' CT, Staggered Heights (booted where noted)	5,000.00
	Mulch (as indicted and all new beds)	Class B cypress or approved alternative	<u>\$ TBD</u>

**Total (excluding mulch): \$37,835.00**

# TAB 11

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

**Meeting Date:** June 18, 2008

Agenda Item No. *Tab 11*

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

**SUBJECT:** Leasing the Second Floor of Marina Building for Office Space

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. Davis* Date: *6/9/08*

Name/Title

Date of Actual Submittal

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

**Summary Explanation/Background:** The Sheriff's Office Marine Unit requested permission from the Town Commission to relocate offices and three additional boats to the Marina. The plan was to allow PBSO to convert the 900 square foot events room into office space and to provide three additional slips in the amount of \$36,000 per year.

**The Manager recently received the attached letter from Captain Allen advising that the plan is “not feasible”. The Manager learned that the Sheriff’s Office has decided to construct its own facility at Foster Park.**

**The revenue collected for leasing the events room in Fiscal Year 2006/07 was approximately \$1,500. Additionally, the Marina Director has determined that the location of the designated second floor Director’s office is not practical to efficiently manage the marina operation. The Director has since relocated his office to the Ship Store on the first floor.**

**Currently, the entire second floor of the Marina Building is not in use. The Director’s office is 337 square feet and the events room is 900 square feet totaling 1237 square feet. Staff researched the average square foot price for leasing water front office space and has determined that the second floor could conservatively yield between \$30,925 and \$37,110 in revenue per year.**

**Staff is of the opinion that it would be fiscally prudent to lease the available space for office use, and requests Commission authorization to do so.**

**PALM BEACH COUNTY**  
**SHERIFF'S OFFICE**

**RIC L. BRADSHAW, SHERIFF**



**CAPTAIN ROBERT ALLEN**  
**EMERGENCY RESPONSE**  
**PHONE: (561) 688-3860**

**FAX: (561) 688-3855**

**E-MAIL: [AllenRL@pbso.org](mailto:AllenRL@pbso.org)**

May 27, 2008

*RECEIVED*

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

JUN 6 2008

*Town Of Lake Park,  
Office Of Town Manager*

We are very grateful for your consideration regarding the possible expansion of the Palm Beach County Sheriff's Office Marine Unit operations at Lake Park Harbor Marina, and for all the subsequent research and efforts by both the Town of Lake Park and the Palm Beach County Facilities Development & Operations Department. We regret that it has been determined that further boat lift or office space expansion at the Lake Harbor Marina is not feasible.

We, however, look forward to continuing our present operational partnerships and the resulting law enforcement benefits to the residents of Lake Park and Palm Beach County.

Again, thank you for your all your interest and assistance in this matter.

# TAB 12

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

Meeting Date: June 18, 2008

Agenda Item No. *Tab 12*

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

**SUBJECT:** Discussion of Proposal from Crown Castle to Extend Lease on Cell Tower Adjacent to Town Hall

**RECOMMENDED MOTION/ACTION:** Staff Requests Direction

Approved by Town Manager *He. Davis* Date: *6/11/08*

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

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

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

**Summary Explanation/Background:** The Town leases the cell tower next to Town Hall to Bell South. Crown Castle is the leasing manager for Bell South and arranges for co-locations on the towers. Crown Castle would like to extend the existing lease and is requesting a 90 year lease. Please see attached staff report for additional information.

**Town of Lake Park  
Community Development Department**



Meeting Date: June 18, 2008  
Memo Date: June 12, 2008

Patrick Sullivan, AICP, Director

*[Handwritten signature]*  
6/12/08

To: Town Commission

Re: Cell tower lease

The Town has been approached by Crown Castle who is the lessee of the cell tower adjacent to Town Hall to extend their lease and to provide for more tenants on the tower. The Town actually has a lease with Bell South and Bell South sold their lease to Crown Castle. The original lease with Bell South provides for approximately \$12,000 per year in rent with a 4% escalator while Sprint is paying \$24,000 per year with a 4% annual escalator.

The Bell South lease expires in 2019. However, they find themselves in a position where they need to guarantee new tenants on the tower a longer term lease. Unless they extend their lease beyond 2019 they will not be able to sign on any new tenants to help defray the cost of the tower rent. They are motivated to do a deal with the Town.

Crown has proposed two options. The first is to acquire a perpetual easement from the Town to use the property. They have offered \$295,000 for the easement. An easement would allow them to add more tenants to the tower and collect income from the tenants. One problem with this offer is that the Town would not receive any income from additional tenants. Plus, the price offered of \$295,000 is equivalent to approximately 12 years rental income. In order to protect its interest and maximize its return, the Town should consider a much higher price for the easement. \$750,000 to \$1,200,000 would be a more reasonable price for the easement. In addition, the Town might want to consider requiring a percentage of any additional tenants' income.

Crown's second proposal is to lease the premises for 90 years. They are proposing to continue the present rate of \$12,000 plus 4% per year for the next 11 years and then they would offer a 15% increase in the rent with a yearly Consumer Price Index (CPI) escalator. Plus, they will pay a \$5,000 signing bonus. Again, this is a very low offer. It is half the revenue we are getting from Sprint at the Public Works tower. Options here would be to significantly increase the yearly rent (\$25,000 to \$30,000). Increase the signing bonus to reflect the longer term lease (\$100,000 to \$125,000) and collect a portion of additional tenants' rents (10%-20%).

It should be noted that Crown Castle is a leasing management company and is not a cell company. They make their money by leasing space to cell providers. The more providers they can put on a tower the more money they make. With the Sprint tower the Town will collect rent from additional tenants. If the Sprint tower were fully leased the Town could see revenues upwards of \$80,000 to \$100,000 per year (three slots are available on the tower at an average of \$27,000 in rent per year [Sprints present rental rate] equals \$82,000 per year). Crown Castle wants to pay the Town \$12,000 + 4% for the next 11 years and then up it to \$23,000. They would be collecting more in rent from additional tenants than what they would be paying the Town. The ability to collect a portion of any additional tenants' rent by the Town should be an important condition of any lease or easement as this would, for the most part, eliminate any competition between the Town and Crown Castle to lease tower space.

A third option that the Town should consider is, does the Town want the tower next to Town Hall to stand there for another 90 years? Additional tenants on this tower will require increasing the extruding paraphernalia. Three additional tenants would most likely require three times the existing equipment that is now visible. If the Town lets the lease run out the tower can be removed.

Patrick Sullivan, AICP Director  
Community Development Department  
881-3319 fax 881-3323  
[psullivan@lakeparkflorida.gov](mailto:psullivan@lakeparkflorida.gov)

# TAB 13

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

Meeting Date: June 18, 2008

Agenda Item No. *Tab 13*

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

SUBJECT: Designation of Voting Delegate to the Florida League of Cities, Inc.

RECOMMENDED MOTION/ACTION: Designate a Voting Delegate Member to the Florida League of Cities.

Approved by Town Manager *W. Travis* Date: *6/12/08*  
*William M. Lemley* *6/12/08*  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b>  <b>Town Clerk</b>	Costs: \$ 0.00 Funding Source: Acct. #	<b>Attachments:</b> Directory & Contact Form Voting Delegate & Alternates Form
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> <b>Town Clerk <i>WML</i></b> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The Town Clerk's Office is in receipt of a Request for Designation of a Voting Delegate to the Florida League of Cities for its 82<sup>nd</sup> Annual Conference. This year's annual conference will be held in Tampa from August 14-16. Each municipality is asked to designate one official to be a voting delegate for election of league leadership and adoption of resolutions during the business meeting.



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Suncom 278-5331 • Fax (850) 222-3806 • www.flcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: June 3, 2008

SUBJECT: 82nd Annual Conference – *Great Cities Make A Great State*  
VOTING DELEGATE AND RESOLUTION INFORMATION  
August 14-16, 2008 - Tamp Convention Center/Tampa Marriott Waterside

As you know, the Florida League of Cities' Annual Conference will be held at the Tampa Convention Center/Tampa Marriott Waterside in Tampa, Florida on August 14-16. This year we are celebrating *Great Cities Make A Great State* which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2007.

Registration materials have already been sent to each municipality. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 9, 2008.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than July 27, 2008.**

Attachments: Form Designating Voting Delegate  
Procedures for Submitting Conference Resolution

**82nd Annual Conference  
Florida League of Cities, Inc.  
August 14-16, 2008  
Tampa, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

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

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:

Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Or Fax to Gail Dennard at (850) 222-3806

**Procedures for Submitting Resolutions**  
**Florida League of Cities' 82nd Annual Conference**  
**Tampa Convention Center/Tampa Marriott Waterside**  
**Tampa, Florida**  
**August 14-16, 2008**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 9, 2008, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy council. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

## **Important Dates**

**May 30, 2008**

Notice to Local and Regional League Presidents and Municipal Associations  
regarding the Resolutions Committee

**June 30**

Appointment of Resolutions Committee Members

**July 9**

Deadline for Submitting Resolutions to the League office

**August 14**

League Standing Council Meetings  
Resolutions Committee Meeting  
Voting Delegates Registration

**August 16**

Immediately Following Luncheon – Pick Up Voting Delegate Credentials  
Followed by Annual Business Session