



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 18, 2007, 7:30 P.M.
Lake Park Town Hall
535 Park Avenue

Paul Castro	—	Mayor
Edward Daly	—	Vice-Mayor
G. Chuck Balius	—	Commissioner
Jeff Carey	—	Commissioner
Patricia Osterman	—	Commissioner
.....		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez	—	Town Clerk

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

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

**F. Proclamation:
Public Works Week**

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. Board Membership Applications:

J. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located 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. Priorities Workshop Meeting minutes of March 28, 2007. Tab 1
2. Resolution accepting the Florida Department of Law Enforcement Grant. Tab 2
3. Closed Circuit Camera System project award to lowest bidder. Tab 3
4. Concrete slab and walls for truck wash for Public Works award to lowest bidder. Tab 4

**K. PUBLIC HEARING(S)
RESOLUTION(S):**

5. RESOLUTION NO. 31-04-07 Opposition of House Bill 529.
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA EXPRESSING ITS OPPOSITION TO HOUSE BILL 529 ("CONSUMER CHOICE ACT OF 2007) AND URGING THE GOVERNOR, MEMBERS OF THE PALM BEACH COUNTY LEGISLATIVE DELEGATION, PALM BEACH COUNTY MUNICIPALITIES, THE FLORIDA LEAGUE OF CITIES, AND THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO OPPOSE ITS ENACTMENT, AND PROVIDING AN EFFECTIVE DATE. Tab 5

6. RESOLUTION NO. 35-04-07 National City Corp.
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE DOCUMENTS DESIGNATING NATIONAL CITY CORPORATION AS THE TOWN'S DESIGNATED DEPOSITORY WITH REGARD TO THE TOWN'S BANK ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE. Tab 6

L. DISCUSSION AND POSSIBLE ACTION:

7. Volunteer Dinner. Tab 7
8. Performance instrument for Town Manager. Tab 8

M. ADJOURNMENT:

Proclamation

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

Meeting Date: APRIL 18, 2007

Agenda Item No. *Proclamation*

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

SUBJECT: Proclamation for recognizing National Public Works week:

RECOMMENDED MOTION/ACTION: Approval and Presentation

Approved by Town Manager *W.P. Davis* Date: *4/13/07*

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

Summary Explanation/Background: This is a proclamation recognizing the Public Works Department during National Public Works week set for May 20 – 26, 2007.

**PROCLAMATION BY THE TOWN OF LAKE PARK
RECOGNIZING NATIONAL PUBLIC WORKS WEEK**

WHEREAS; the effective delivery of public services in a community is an integral component of the daily lives of its citizens; and

WHEREAS; the health, safety, comfort and quality of life of the community of the Town of Lake Park greatly depends upon these facilities and services; and

WHEREAS; the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts, skill and dedication of public works officials and employees; and

WHEREAS; the Town of Lake Park is appreciative of the efforts of the Lake Park Department of Public Works for serving the citizens of this community by seeing to the efficient operation of the Town's public works systems;

WHEREAS; the week of May 20-26, 2007 has been established as National Public Works Week; and

NOW, THEREFORE, on behalf of the Town Commission of the Town of Lake Park, I, Paul W. Castro, Mayor of the Town of Lake Park, do hereby proclaim and recognize the week of May 20-26, 2007 as National Public Works Week in Lake Park, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials and employees make every day to our health, safety, comfort and quality of life.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 18th day of April, 2007.

By: _____
Mayor Paul W. Castro

ATTEST:

Vivian Mendez, Town Clerk

American Public Works Association Florida Chapter

February 27, 2007

Re: "Public Works: Moving Life Forward"

To The Supporters of Public Works:

This year, National Public Works Week will be celebrated May 20-26, 2007. The theme of Public Works: "Moving Life Forward" clearly seeks to enhance the prestige of the often-unsung heroes of our society—the professionals who serve the public good every day with quiet dedication. By promoting this event, government officials, business leaders and citizens will learn from you about the positive impact of public works projects. Public Works professionals have been participating in events and activities to increase public awareness and appreciation of the profession since 1960 when President Kennedy proclaimed that this event would serve as an annual reminder of the value that public works professional contribute to our lives.

During this week, there are also many activities and events you may implement to remind the public that our work improves the quality of life for everyone in the community. Some communities hold special community events to showcase the services provided by employees, others have held equipment rodeos and give away prizes to employees or door prizes to the public. Ideas and suggestions are welcome as it may assist your fellow Public Works professionals.

To learn more about the American Public Works Association and National Public Works Week, go the website www.apwa.net. You can click on *About Us* and headline item, *APWA Celebrates National Public Works Week May 20-26* to get more information.

One simple thing you can do is have a proclamation issued by your community recognizing National Public Works Week. In this way, you will acknowledge the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. It is quite an impressive sight to see all the proclamations displayed at the FL Chapter Annual Tradeshow. With your participation, we can continue the show of continued support to those in the Public Works field.

Please, mail your original proclamation to me at the address below so that your proclamation will be proudly displayed for all to see in Orlando at the APWA FL Chapter Annual Meeting and Tradeshow April 23-27, 2007. A sample proclamation has been enclosed for your review. *Please return your proclamation to me no later than April 20th, 2007.*

If you have any questions, or require any assistance, please call, email or write me. I look forward to receiving your proclamation.

Sincerely,

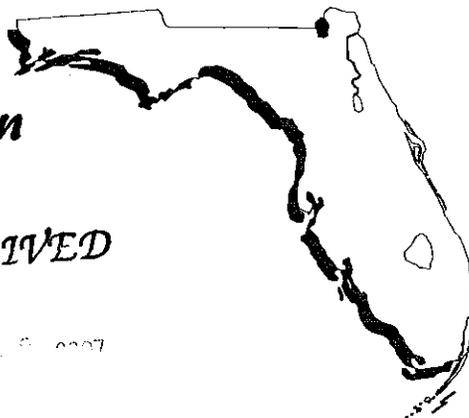


Tracy Quintana
FL Chapter Committee Chairman
City of Punta Gorda
Public Works Dept.
326 W. Marion Avenue
Punta Gorda, FL 33950
941-575-5066 phone
941-575-5044 fax
tquintana@ci.punta-gorda.fl.us

RECEIVED

MAR 29 2007

Town Of Lake Park
Office of Town Manager



Board Membership

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

Meeting Date: April ¹⁸ ~~A~~, 2007

Agenda Item No. *Board membership*

- | | |
|--|---|
| <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"/> APPROVAL OF ITEM | |
| <input checked="" type="checkbox"/> Board Membership | |

SUBJECT: Board Membership Application

RECOMMENDED MOTION/ACTION: To approve Code Compliance Board membership to the attached applicant.

Approved by Town Manager *W. Davis* Date: *4/13/07*
Vision Mendy *March 16, 2007*
 Name/Title Date of Actual Submittal

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

Summary Explanation/Background: The Code Compliance Board has one full membership opening on the Board. The Town Clerk's office has received this applications for membership to the Board.

Your Name: OTTO D FERRELLI

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

WOULD LIKE TO SEE A UNIFORMED
CODE

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

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

What is/was your profession or occupation: BUILDER* CONTRACTOR PRINTING
How long: 12 YEARS CONTRACTOR

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

HAVE BEEN IN THE CONSTRUCTION
INDUSTRY FOR 35 YEARS SELF EMPLOYED CONTRACTOR
FOR 15 YEARS

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

RESIDENT OF L.P. FOR 10 YEARS
BEING TO A NUMBER OF BUSSINESS ORG.
OVER THE YEARS

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

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

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

Signature: [Signature] Date: 3/15/09

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

Meeting Date: April 18, 2007

Agenda Item No. *Board membership*

- | | |
|--|--|
| <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: Board Appointments

RECOMMENDED MOTION/ACTION: To reappoint a regular member to the Planning & Zoning Board.

Approved by Town Manager *W. Davis* Date: *4/13/07*
Ernie Shahan *4/9/07*
 Name/Title Deputy Clerk Date of Actual Submittal

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

Summary Explanation/Background: The attached applicant's board membership will expire on May 1, 2007. He has requested that he be considered for reappointment to the Planning & Zoning Board.

April 6, 2007

Vivian Mendez
Town Clerk
Town of Lake Park
535 Park Ave.
Lake Park, FL 33403

Dear Vivian:

Thank you for your letter notifying me of my upcoming Planning and Zoning Board appointment expiration this May 2007.

It has been my pleasure to serve as Vice Chairman of Planning & Zoning and I hope to continue. Please accept this letter as request to renew my application for the Planning and Zoning Board.

The information on my last application for P&Z has not changed. Would you please accept and forward that application, with an amended application date, to the Lake Park Commission to be considered for renewal. Thank you for your assistance in this matter.

Sincerely,

James E. F. DuBois

James E. F. DuBois
516 Sabal Palm Drive
Lake Park FL 33403
561-844-4598 home
561-719-0925 cell

Via email, original to follow by US mail.

The Town of Lake Park



"Jewel" of the Palm Beaches

Application to Serve on Town Boards and Committees

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

Please print or type the following information:

Name: DuBois James E. F.

Last

First

Middle Initial

Address: 516 Sabal Palm Drive Lake Park FL 33403

Telephone: 561-844-4598 home 790-1601 xt 121 719-0925 cell work

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

Have you been convicted of a crime Yes X No
If so, when? _____ where? _____

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

Choice #	Board	Choice #1	Board
<input type="checkbox"/>	Board of Adjustment*	<input type="checkbox"/>	Pension Trust Fund (Fire)
<input type="checkbox"/>	Code Compliance*	<input type="checkbox"/>	Pension Trust Fund (Police)
<input type="checkbox"/>	Education Advisory Board	<input checked="" type="checkbox"/> X (1)	Planning & Zoning/ Historic Preservation Board *
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Town Tree Board
<input type="checkbox"/>	CRA Board	<input type="checkbox"/>	Merit Board*
<input type="checkbox"/>	Marina Development Control Bd.	<input type="checkbox"/>	Other _____

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

535 Park Avenue, Lake Park, Florida 33909 • (561) 881-3311 • Fax: (561) 881-3313

Your Name: James DuBois

Please indicate the reason for your interest in your first and second choices: The Planning & Zoning Board has the most bearing on the future development of Lake Park. I am interested in learning and participating in the process by which we create and control the direction our town grows.

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

Your Educational Background: (High School, College, Graduate School or other training) Hopkins Grammar Day Prospect Hill School New Haven CT grades 8-11

Hammonasset School for the Arts Madison, CT 12th grade graduate
University of Connecticut Storrs, CT 3 years no degree.

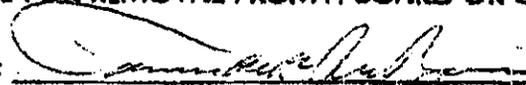
What is/was your profession or occupation? Callery Judge Grove citrus grower and packer
How long? 1993 - present

Please indicate employment experience that you feel relates to your desired service on an Advisory Board or Committee: During my employment at CJG I have acted as Shipping Spvrs., CS Truck Brokerage Manager, Head of Dept for Commercial Bin Sales and New Market Sales as well as Packing House Safety Committee Chair. My experiences have taught me to analyze, organize, coordinate and direct the flow of information and personnel I am responsible for. As Supervisor for a special district I have directed the planning & development of the district.
Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Supervisor-Seminole Improvement District, a Chapt. 298 Special District in Loxahatchee, Indian Trails Improvement Dist. Steering Committee on Incorporation Alternate, Western Communities Council Alternate representing Seminole Improvement Dist., Town of Lake Park Marina Development and Control Board Chair.

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

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

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

Signature:  Date: 10/7/02

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

Meeting Date: April 4, 2007

Agenda Item No. *Board Membership*

- | | |
|--|---|
| <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"/> APPROVAL OF ITEM | |
| <input checked="" type="checkbox"/> Board Membership | |

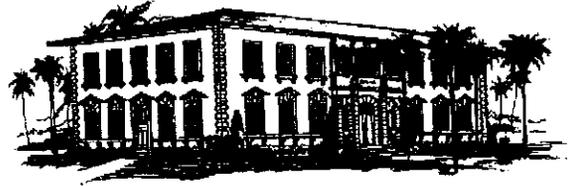
SUBJECT: Board Membership Application

RECOMMENDED MOTION/ACTION: To re-appoint a regular member to the Library Board.

Approved by Town Manager *W. J. Davis* Date: *4/13/07*
Vivian Mendez *4/11/07*
 Name/Title Date of Actual Submittal

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

Summary Explanation/Background: The Library Board has one full membership opening on the Board. The Town Clerk's office has received this application for membership to the Board.



The Town of Lake Park

LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Sibley Joseph C.
Last First Middle

Address: 207 E. Ivey DR L.P.

Telephone: home 561-844-5871 work _____ cell _____

Are you a resident of Lake Park yes Yes No

Are you a non-resident business owner in Lake Park

Are you a registered voter (Response to this question is not mandatory) yes

Do you currently serve on a Town Board or Committee

If so, which one(s): Library

Have you been convicted of a crime NO

If so, when? _____ where? _____

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

<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
	Code Compliance *		Pension Trust Fund (Police)
	CRA Board (Community Redevelopment Agency)		Planning & Zoning/Historic
	Harbor Marina Advisory Board		Preservation Board *
	Library Board ✓		Tree Board
	Merit Board		Other: _____

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

Your Name: Joseph Sibley

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

ON The board at present - very nice group of
people - interesting subject

Number of Meetings of the above boards you have attended in the past six months: 2 (1 per 2 months)

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

GRAD

What is/was your profession or occupation: Ret / Teacher

How long: 3 yrs / 20 yrs

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

Am now chair of Board

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

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

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

Signature: Joseph Sibley Date: April 10 / 2007

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

Meeting Date: April 4, 2007

Agenda Item No. *Board Membership*

- | | |
|--|---|
| <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"/> APPROVAL OF ITEM | |
| <input checked="" type="checkbox"/> Board Membership | |

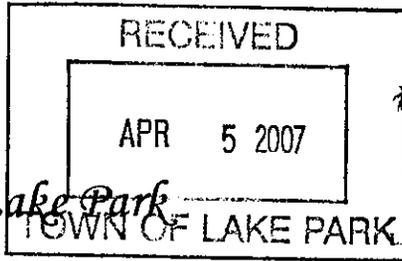
SUBJECT: Board Membership Application

RECOMMENDED MOTION/ACTION: To choose one Harbor Marina Advisory Board member from the attached applications.

Approved by Town Manager *W. Davis* Date: *4/13/07*
Vivian Mendez *4/11/07*
 Name/Title Date of Actual Submittal

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

Summary Explanation/Background: The Harbor Marina Advisory Board has one full membership opening on the Board. The Town Clerk's office has received these applications for membership to the Board.



The Town of Lake Park
TOWN OF LAKE PARK

LAKE PARK TOWN HALL NATIONAL HISTORIC SITE
"Jewel of the Palm Beaches"

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: BASS Michael Allen
Last First Middle

Address: 1214 2nd STREET LAKE PARK, FL 33403

Telephone: home _____ work 561-844-4109 cell 561-389-6589

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

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

- | | | | |
|-------------------------------------|--|--------------------------|-----------------------------|
| <u>Choice #</u> | <u>Board</u> | <u>Choice #</u> | <u>Board</u> |
| <input type="checkbox"/> | Code Compliance * | <input type="checkbox"/> | Pension Trust Fund (Police) |
| <input type="checkbox"/> | CRA Board (Community Redevelopment Agency) | <input type="checkbox"/> | Planning & Zoning/Historic |
| <input checked="" type="checkbox"/> | Harbor Marina Advisory Board | <input type="checkbox"/> | Preservation Board * |
| <input type="checkbox"/> | Library Board | <input type="checkbox"/> | Tree Board |
| <input type="checkbox"/> | Merit Board | <input type="checkbox"/> | Other: _____ |

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

Your Name: Michael Bass

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

Marine interest, yacht broker, concern for involvement

Number of Meetings of the above boards you have attended in the past six months: 2

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

~~Forest Hill High~~ Forest Hill High PBCC, 2 yrs., Real Estate Broker, yacht broker

What is/was your profession or occupation: yacht broker

How long: 10 yrs

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: South Florida yachts 10 yrs.

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

Volunteer School Advisor, Homeowners Assoc. Board, P.T.A. President 2 yrs.

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

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

Signature:  Date: 4/5/07

The Town of Lake Park



LAKE PARK TOWN HALL

"Jewel" of the Palm Beaches

RECEIVED NATIONAL HISTORIC SITE

MAY 15 2006

TOWN OF LAKE PARK

Application to Serve on Town Boards and Committees

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

Please print or type the following information:

Name: CREBER WAYNE A
Last First Middle Initial

Address: 8257 NEEDLES DR. P.B.G. FL 33418

Telephone: 561-844-4109 home 561-844-4109 work

South Florida Yachts - 211-751-

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

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

Choice #	Board	Choice #	Board
<input type="checkbox"/>	Board of Adjustment*	<input type="checkbox"/>	Pension Trust Fund (Fire)
<input type="checkbox"/>	Code Compliance*	<input type="checkbox"/>	Pension Trust Fund (Police)
<input type="checkbox"/>	Education Advisory Board	<input type="checkbox"/>	Planning & Zoning/ Historic Preservation Board *
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Town Tree Board
<input type="checkbox"/>	CRA Board	<input type="checkbox"/>	Merit Board*
<input checked="" type="checkbox"/>	Marina Development Control Bd.	<input type="checkbox"/>	Other _____

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

Your Name: WAYNE CREBER

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

TO GIVE MARINA BOARD A BUSINESS
IN PUT TO MEETINGS

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

Your Educational Background: (High School, College, Graduate School or other training)

HIGH SCHOOL + VOCATIONAL SCHOOL.

What is/was your profession or occupation? YACHT SALES

How long? 20 years

Please indicate employment experience that you feel relates to your desired service on an Advisory Board or Committee: MAZING INDUSTRY FOR

OVER 25 years

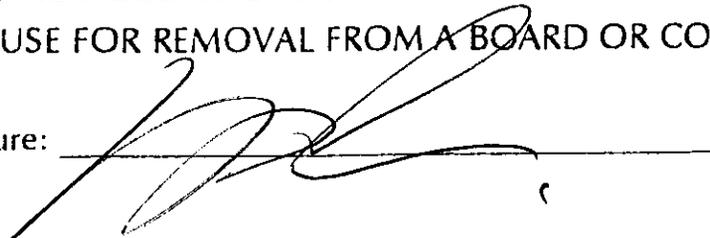
Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I HAVE SEVERAL

PROPERTIES IN LAKE PARK

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

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

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

Signature: 

Date: 5-10-06

The Town of Lake Park



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

Application to Serve on Town Boards and Committees

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

Please print or type the following information:

Name: MAIBACH MOBIN L
Last First Middle Initial

Address: 414 Lakeshore Drive Lake Park FL 33403

Telephone: 561 842-4890 home 561 655 8544 x204 work
~~561 842-4890~~

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

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

Choice #	Board	Choice #	Board
<input type="checkbox"/>	Board of Adjustment*	<input type="checkbox"/>	Pension Trust Fund (Fire)
2 <input checked="" type="checkbox"/>	Code Compliance*	<input type="checkbox"/>	Pension Trust Fund (Police)
<input type="checkbox"/>	Education Advisory Board	3 <input checked="" type="checkbox"/>	Planning & Zoning/ Historic Preservation Board *
5 <input type="checkbox"/>	Library Board	4 <input checked="" type="checkbox"/>	Town Tree Board
<input type="checkbox"/>	CRA Board	<input type="checkbox"/>	Merit Board*
1 <input checked="" type="checkbox"/>	Marina Development Control Bd.	<input type="checkbox"/>	Other _____

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

Your Name: Robin Maibach

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

~~I am an experienced boater~~ ① I am an experienced boater & live a few blocks from the marina. ② I own a home in Lake Park

Number of Meetings of the above boards you have attended in the past six months: 5
Your Educational Background: (High School, College, Graduate School or other training)

What is/was your profession or occupation? Admissions Coordinator / Social Services
How long? 6 months

Please indicate employment experience that you feel relates to your desired service on an Advisory Board or Committee: Sales, Marketing & social services all involve communication skills.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I am a good neighbor & a compliant property owner

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

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

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

Signature: RM Maibach Date: 8-15-07

Consent Agenda

TAB 1

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

Meeting Date: April 18, 2007

Agenda Item No. *Tab 1*

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

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

SUBJECT: Priority Workshop Meeting Minutes of March 28, 2007.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Priorities Workshop Meeting of March 28, 2007.

Approved by Town Manager *W. Davis* Date: *4/13/07*
Jessie Shaker
 Name/Title Deputy Clerk *4/5/07*
 Date of Actual Submittal

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

Summary Explanation/Background:



**Town of Lake Park
 Priorities Workshop Meeting
 Town Hall Commission Chambers
 535 Park Avenue, Florida 33403
 Wednesday, March 28, 2006 7:30 p.m.**

The Town Commission met for the purpose of a Priorities Workshop Meeting on Wednesday, March 28, 2007 at 7:30 p.m., Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Town Manager Maria Davis, and Town Clerk Vivian Mendez.

Mayor Castro led the Pledge of Allegiance.
 Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA
 Town Manager Priorities moved before Commission Priorities

Motion: A motion was made by Commissioner Balius to approve the 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 Castro	X		

Motion passed 5-0.

PRESENTATION (Exhibit "A")

2005 Commission Priorities and status of those projects: Town Manager Maria Davis stated that she reviewed the priorities from the last Priorities Workshop Meeting that took place in August 2005. She stated the following: Code Review re-write was accomplished and Comprehensive Plan re-write has not been accomplished. She was having difficulty finding what had been done to promote Park Ave. Some efforts have taken place to promote youth activities but she could not understand the depths of what the Commission was looking for and she could not give a status. Maintenance had been improved somewhat at the parks. Another priority was to develop a hometown atmosphere for the Town.

Town Manager Goals: Mayor Castro stated that the Commission set policies and goals for the town manager to achieve but there were no objectives set to be met by the former town managers.

- **Top Priority – Strategic Plan:** Town Manager Maria Davis stated that she wanted to present goals to the Commission for consideration and some of those goals would need funding and authorization. She stated that her number one top priority was to develop a strategic plan for the Town through a consultant. She explained that a strategic plan was a blueprint for the Town and that the Town did not currently have one. The strategic plan establishes a blueprint and vision of where the Town could be 5 to 20 years in the future. It also provides a procedure or guideline as to how to proceed with the Town's goals which dovetails with the budget. The Commission had a vision but no objectives were set. She explained that a consultant would come in and would establish goals for staff and the Commission. Priorities would be established year by year and facilitation would be established for those priorities. A strategic plan would be a business plan for the Town. The plan would be fluid and the priorities could be changed yearly. She stated that a strategic plan would require participation from staff and the Commission. She stated that she was amazed at how much had been accomplished in the Town considering the lack of consistency in town managers in the past five years.
- **Revenue Enhancements:** She stated that revenue enhancements was one of her goals, she planned to bring in the Florida League of Cities to review and analyze the Town's Revenue. Ken Small who is an expert in revenue enhancements has been invited and would be coming in April. She stated that she wanted to do an Ad Valorem Tax study. She stated that she wanted to feel secure that the Town was receiving its share of tax for each parcel within its boundaries. She stated that she had a situation a few years ago with another city where the tax revenue was given to another city for a block of parcels that was in the middle of the city. She stated that she wanted to make sure that the Town was receiving every dollar that it should be getting from the County regarding tax revenues.

Occupational License Business Tax Sweep Program: She stated that the Town reviewed business tax in the past but not on a consistent basis. She stated that sweeps would bring in a revenue stream.

Annexation: She stated that she was reviewing what was available for annexation and would bring back a request for approval to annex to the Commission.

- **Revenue Enhancements Cont'd – Marina:** She stated that she had a meeting with the Lake Park Harbor Marina Board. She stated that the marina could be an economic engine for the Town. Her vision for the marina would be to put a canopy over the patio, enhance revenues with beverage service such as beer and wine, food service, and improvement of merchandise selection. She stated the boat slip rental fees needed to be reviewed and in order to provide the best service, wireless internet should be provided. Additional pilings would be needed and the marina would need to be promoted via tournaments and festivals. She stated that she asked the Harbor Marina Advisory Board if they wanted a sleepy Lake Park Marina or a lively environment and it was unanimous that they wanted to see it come alive. She stated that it was something that could be accomplished within a year.

Mayor Castro stated that he agreed on almost everything that Ms. Davis presented. He stated that sweeps were done on the Business Tax issue and agreed that it should be continued. The Town was very proactive with annexation and previous commissioners went out and tried to sell

it to the western communities and it was a hard sell; they did not see the cost benefit. He agreed that the annexation should be addressed again. He agreed that there should be food and beverage service at the marina but there was an issue with parking. He talked to Palm Beach County and was informed that there were a lot of funds available. Former Town Manager Paul Carlisle was working with South Florida Yachts to create more of a marina village atmosphere and to give the Town more land as a partnership. He directed Town Manager Maria Davis to follow up on an e-mail he sent regarding 500 million in funds available. He stated that the Marina had tournaments in the past. He stated that the Harbor Marina Advisory Board needed to be more proactive in making tournaments happen. He stated that there were opportunities to make and the Town was not making them. He stated that the Town Manager Maria Davis' ideas were great and that they were ideas that the Town has started but never followed through with.

Town Manager Maria Davis stated that she recognized that there were initiatives in the past that had fizzled out and needed to be jump started again, especially the Marina since it could be an economic engine for the Town.

Vice-Mayor Daly asked for clarification on the status of the issues at the Marina.

Mayor Castro stated that the issues were not being worked on. He stated that Palm Beach County was wondering where Lake Park stood on the issues at the Marina.

Vice-Mayor Daly stated that the Commission needed to show interest and support for that project.

Mayor Castro stated that the County had shown great interest in the Lake Park Harbor Marina because it was one of the few areas that offer ramp service other than the County. He stated that it was a great opportunity.

Commissioner Balius stated that at his employment there was a 5, 10, and 20 year plan in which their budget was based. He agreed with having a strategic plan. He stated that Public Works Director Joseph Kroll landscaped the park at 2nd St. and Jasmine Dr. He stated that the Commission was too involved in everything in the past and there were issues that were overlooked at the Marina.

Town Manager Maria Davis stated that she was trying to be realistic with what could be accomplished at the Marina within a year.

Vice-Mayor Daly stated that the Commission needed to follow through on a plan with persistence.

Commissioner Carey stated that the Commission needed to take a course of action now.

Town Manager Maria Davis stated that it was perfect timing to do a priorities meeting and a consultant could be budgeted to do a strategic plan. She stated that her goal was to have a strategic plan within a year.

Mayor Castro stated that he would like to wait until July to see what the legislature did regarding taxes.

Town Manager Maria Davis stated that the Mayor had an excellent point and was being realistic but a strategic plan could still be initiated without identifying funds.

Mayor Castro stated that priorities may change significantly based upon what the legislature did and what the implications would be as it relates to the revenue base.

Commissioner Carey recommended making a plan without spending money.

Mayor Castro stated that the Town needed a plan but he did not want to hire a consultant until he knew what would happen with the tax issues.

Commissioner Carey stated that improvements could be made through grants and big business.

- **Enhance Communication with Residents:** Town Manager Maria Davis stated that another goal of hers was to enhance communication with residents. She gave examples such as mailers, parks and recreation program initiatives, publications, and hurricane preparation as information that could be provided to residents. She stated that informational packets which include information on trash pickup, history of the Town, and common code violations could be put together for new residents. She recommended a Town Services booklet which would provide important phone numbers. More information for Channel 18 needed to be identified.
- **Enhance Emergency Management Procedures:** She stated that she went over some of the Town's emergency management procedures and the Town had moved forward on some of the things she suggested. She found it extremely helpful to have a point of distribution for ice, water, and food right in the town so residents do not have to travel north or south to a point of distribution.
- **Enhance the Appearance of the Landscaping:** She stated that she was always for enhancing landscaping and would like to see medians and entrances enhanced with landscaping and flowers. She would like to see landscaping and flowers put in at 10th St., Park Ave, Kelsey Park, and the Marina.
- **Review Current Code for Clarity & Appropriateness:** She stated that the code was very ambiguous on what a commercial vehicle was. She recommended researching the code and making changes.
- **Improve Broadcasting Sound for Channel 18:** She would like to improve the sound for Channel 18.

Commission Priorities

Mayor Castro: stated that the one priority he would like to see addressed was the Twin City Mall site and the proposed project for that site as well as the issue at Earl Stewart Toyota.

Commissioner Balius: stated that the Town must be prepared with regards to the proposed project on the Twin City Mall site. He recommended budgeting items in the strategic plan. He stated that he would like to see a new Recreation Building or Emergency Operation Center for the Town.

Commissioner Carey: stated that his main concern was the Comprehensive Plan which would tie into what may happen in July with the tax issue.

Vice-Mayor Daly: stated that he spoke with Earl Stewart and residents of the 801 building. He stated that when sudden changes are made residents get frightened.

Commissioner Osterman: stated that the possibility of dispatch in the Police Department needed to be looked at. She stated that her other concerns were with Recreation. Facilities and programs need to be finalized this year. The Community Center and having an emergency facility was of great importance and outside sources of funding could be used. She stated that mailers could be cost prohibitive if the Town wanted to reduce the budget. She stated that the newsletter could be improved and better utilized. She agreed with proposal of development on U.S. Hwy One. Costs are going to continue to rise for services as well as salaries and there needs to be a plan for development so that there were additional funds coming in. She stated that she wanted to see movement on Park Ave. and the CRA. She would like to see Code Compliance become more proactive rather than reactive.

Town Manager Priorities

Mayor Castro asked if Code Compliance would be enforcing water restrictions.

Town Manager Maria Davis stated that Code Compliance would begin enforcing water restrictions on April 15, 2007.

Vice-Mayor Daly stated that there needed to be a plan regarding summer programs.

Town Manager Maria Davis stated that there was a plan for summer programs and that plan would be brought before the Commission at the next meeting on April 4, 2007.

Commission/Manager mutual development of goals and performance objectives for Town Manager

Mayor Castro stated that he did not have a chance to look at the material (see Exhibit "B") that was given him regarding the performance objectives for the Town Manager.

Town Manager Maria Davis stated that there was still time and a performance instrument did not need to be used until August.

Mayor Castro requested that the performance instrument topic be placed for discussion on the second Commission Meeting of April. He stated that he liked Town Manager Maria Davis' position on the priorities and asked her to incorporate the Commission's thoughts and bring back a status on those priorities annually.

Town Manager Maria Davis asked for the Commission's position on a strategic plan.

Mayor Castro stated that a strategic plan should be in place based upon what was discussed at the meeting and the plan should have resident input.

Town Manager Maria Davis stated that citizen's input is not initially needed to begin a strategic plan. Citizens' input is needed to adjust the plan. It is developed by staff and by the Commission and facilitated by a professional who knows how to develop a plan.

Mayor Castro recommended waiting until they know what the legislature was doing and to hold off on a strategic plan until July.

Commissioner Osterman asked how much it would cost to bring in a consultant.

Town Manager Maria Davis stated that a consultant would cost approximately \$30,000 to \$50,000.

Mayor Castro stated that he was not ready to bring in a consultant until he knew what was happening with legislation's stand on tax issues.

Commissioner Balius asked how a strategic plan would be presented to residents.

Commissioner Osterman stated that in her experience a strategic plan was a multi stage process involving many different entities.

Vice-Mayor Daly asked if Town Manager Maria Davis could start a plan without a consultant so that in July they would be ready to go.

Town Manager Maria Davis stated that she would not have enough time to develop a strategic plan.

Mayor Castro stated that Town Manager Maria Davis knew what the priorities were. He stated that the Comprehensive Plan was the Town's strategic plan.

Town Manager Maria Davis stated that the Comprehensive Plan was for land development.

Mayor Castro stated that the Comprehensive Plan was the strategic plan and that it encompassed capital and financial improvements.

Town Manager Maria Davis stated that she was hearing loud and clear that the Commission did not want a strategic plan and that she would do the best she could with the Commission's priorities. She stated that in order to properly guide the Town she would need a plan beyond the Comprehensive Plan.

Vice-Mayor Daly stated that he was not against a strategic plan.

Commissioner Osterman stated that the Town absolutely needed a strategic plan. She stated that spending money on a strategic plan at that point in time is a risky proposition because of the major shift in funding that would be happening and has not happened in the last century. She stated that she would be more comfortable waiting to see what direction the funding would take.

Town Manager Maria Davis stated that the Town could plan for the contingency of not having adequate funds to function, through a strategic plan.

Mayor Castro stated that the reason why the state legislature adopted the Growth Management Act in 1985 was to insure that everybody had a plan in place to implement a long range plan for municipal services. He stated that a strategic plan would be needed in the case of needing to adopt an amendment to the Comprehensive Plan.

Establishment of Performance Evaluation Instrument for Town Manager

Mayor Castro again stated that he did not have a chance to look at the material (see Exhibit "B") that was given him regarding the performance objectives for the Town Manager.

Commissioner Osterman stated that input would be needed from department heads for evaluating the Town Manager.

Town Manager Maria Davis stated that she would not have a problem with input from department heads on her evaluation if that is what the Commission wanted. She stated that the instrument was a draft and could be changed.

Commissioner Balius stated that he did not like the idea of Department Heads evaluating the Town Manager.

Public Comment Open:

None

Public Comment Closed.

Mayor Castro stated that he received a request from Palm Beach County asking for a letter of support for boat ramps and parking at Riviera Beach. He stated that he received a letter (see Exhibit "C") that was relative to obtaining a \$500,000.00 grant for boat ramps and parking.

Commissioner Carey asked if the item could be placed on the next agenda.

Mayor Castro explained that approximately 4 to 6 years ago a letter was written by Commissioner Paul Garretson supporting a Charter School. Since that time the Commission decided that no letters would go out on Town letterhead without the Commission's review and approval. He stated that he would like to support anything that the County was trying to do relative to the waterfront. He stated that Moroso Park was a piece of property located north of the Riviera Beach Marina and it was a piece of property the County purchased and would like to place three ramps, associated parking and a pavilion. He requested consensus on a letter of support from the Commission.

The Commission came to consensus on writing a letter of support for funding and improvements for Moroso Park.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balias and seconded by Vice-Mayor Daly, and by unanimous vote, the meeting adjourned at 8:38 p.m.

Mayor Castro

Town Clerk Vivian Mendez

(Town Seal)

Approved on this _____ day of _____, 2006

TAB 2

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

Meeting Date: April 18, 2007

Agenda Item No. *Tab 2*

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

SUBJECT: FDLE Grant

RECOMMENDED MOTION/ACTION: Approve Resolution accepting the FDLE Grant

Approved by Town Manager *W. J. Davis* Date: *4/13/07*

Name/Title

Date of Actual Submittal

Originating Department:	Costs: \$ 6,304. Funding Source: FDLE Grant Acct. # 301-49202	Attachments:
Department Review: <input checked="" type="checkbox"/> City Attorney <i>WJB</i> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> Marina <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Florida Department of Law Enforcement awarded a Local Law Enforcement Block Grant in the amount of \$6,304.00 for the project: "Closed Circuit Camera system for the Town of Lake Park Public Works Facility". This money and additional \$396.00 from the Town (total \$6,700.00) will be awarded to the lowest bidder ALFI Electronics, Inc. to supply, installation and labor for the above project.



Florida Department of
Law Enforcement

Office of Criminal Justice Grants

Mailing Address:
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Gerald M. Bailey
Commissioner

FEB 14 2007

RECEIVED

FEB 19 2007

The Honorable Paul Castro
Mayor
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

*LAKE PARK
TOWN CLERK'S OFFICE*

Re: Contract No. 2007-JAGD-PALM-9-P4-162

Dear Mayor Castro:

The Florida Department of Law Enforcement is pleased to award a Local Law Enforcement Block grant to your unit of government in the amount of \$ 6,304.00 for the project entitled, CLOSED CIRCUIT CAMERA SYSTEM FOR THE PUBLIC WORKS FACILITY. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

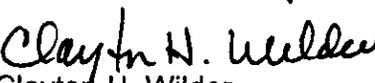
Your attention is directed to the Standard Conditions of the subgrant. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance/Request for Payment should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the lump sum payment/subgrant award.

The Honorable Paul Castro
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/410-8700.

Sincerely,


Clayton H. Wilder
Administrator

CHW/JP/jj

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATION OF ACCEPTANCE/REQUEST FOR PAYMENT

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2007-JAGD-PALM-9-P4-162, in the amount of \$ 6,304.00, for a project entitled, CLOSED CIRCUIT CAMERA SYSTEM FOR THE PUBLIC WORKS FACILITY , for the period of 02/01/2007 through 07/31/2007, in accordance with the Budget and Budget Narrative contained in the subgrant application, and subject to the Florida Department of Law Enforcement Conditions of Agreement and any special conditions governing this subgrant.

By execution of this Certification of Acceptance/Request for Payment, the subgrantee requests a lump sum payment of the subgrant.



Signature of Subgrantee's Authorized Official

Paul Castro Mayor

Typed Name and Title of Official

February 21, 2007

Date of Acceptance

Town of Lake Park

Name of Subgrantee

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: Town of Lake Park

Date of Award: 2-14-07

Grant Period: From: 02/01/2007 TO: 07/31/2007

Project Title: CLOSED CIRCUIT CAMERA SYSTEM FOR THE PUBLIC WORKS FACILITY

Grant Number: 2007-JAGD-PALM-9-P4-162

Federal Funds: \$ 6,304.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 6,304.00

State Purpose Area:

CFDA No.: 16.738

The Omnibus FY 1996 Appropriations Act, (Public Law 104-134), authorizes the Director of the Bureau of Justice Assistance (BJA) to make funds available to units of local government under the Local Law Enforcement Block Grants Program, or Block Grants, for the purposes of reducing crime and improving public safety.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certification of Acceptance/Request for Payment is returned to the department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

2-14-07

Date

() This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Subgrant Recipient

Organization Name: Town of Lake Park
County: Palm Beach
FEID OR SAMAS: 596000355

Chief Official

Name: Paul Castro
Title: Mayor
Address: 535 Park Avenue
City: Lake Park
State: FL **Zip:** 33403
Phone: 561-881-3300 **Ext:**
Fax:
Suncom:
Email: pcastro@lakeparkflorida.gov

Chief Financial Officer

Name: Cynthia Sementelli
Title: Finance Director
Address: 535 Park Avenue
City: Lake Park
State: FL **Zip:** 33403
Phone: 561-881-3351 **Ext:**
Fax: 561-881-3358
Suncom:
Email: csementelli@lakeparkflorida.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Implementing Agency

Organization Name: Town of Lake Park
County: Palm Beach
FEID OR SAMAS: 596000355

Chief Official

Name: Paul Castro
Title: Mayor
Address: 535 Park Avenue
City: Lake Park
State: FL **Zip:** 33403
Phone: 561-881-3300 **Ext:**
Fax:
Suncom:
Email: pcastro@lakeparkflorida.gov

Project Director

Name: Glen Dale
Title: Accountant
Address: 535 Park Avenue
City: Lake Park
State: FL **Zip:** 33403
Phone: 561-881-3350 **Ext:**
Fax:
Suncom: 561-881-3358
Email: gdale@lakeparkflorida.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

General Project Information

Project Title: CLOSED CIRCUIT CAMERA SYSTEM FOR THE PUBLIC WORKS FACILITY

Project Sequence No: 1

Subgrant Recipient: Town of Lake Park

Implementing Agency: Town of Lake Park

Project Start Date: 2/1/2007 **End Date:** 7/31/2007

Problem Identification

The Town Public Works facility is a multi-building facility consisting of administrative offices, garage facilities to use in maintenance and repairs to Town vehicles, a work shop that is used to house tools and smaller equipment. Inside the compound are gasoline and diesel storage tanks and pumps to dispense the fuel. There is also a large parking lot that is used to park all of the trucks and trailers, including garbage collection and solid waste collection trucks, used by the Public Works staff to carry out their mission. The entire area of the facility is surrounded by a chain link fence with the entrance gates locked during non-business hours.

The facility is located at the edge of the main business section of the Town and any activity after normal business hours would be difficult for anyone to see. Two sides of the facility are bordered by vacant land. A third side is adjacent to a two story building that blocks any activity from sight on that side. The forth side faces a street that is rarely used during non-business hours, which is further complicated by the opposite side of that street being backed up to active railroad tracks.

This site experiences frequent acts of break- ins and vandalism.

Project Summary

A closed circuit camera system with a recorder would provide a record of activities that occurred after regular business hours, which would facilitate reducing break-ins and vandalism. The Sheriff's office would be able to use the visual record of illegal activities to solve these crimes and therefore reduce future incidences of break-ins and vandalism.

Application for Funding Assistance

Florida Department of Law Enforcement

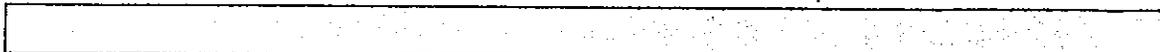
Justice Assistance Grant - Direct



Federal Purpose Area: 01C - Law Enforcement Programs - Procuring Equipment

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Annual

Is the subgrantee a state agency?: No

SAMAS / Vendor Number: 596000355

Budget:

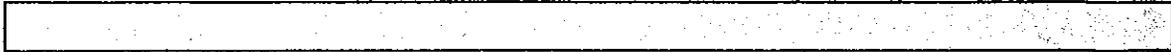
Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$6,304.00	\$0.00	\$6,304.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$6,304.00	\$0.00	\$6,304.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Budget Narrative:

Contractual Services:

(Items and item installation will be part of a contract deal with a vendor).

Quantity Item Description

- 1 9 channel DVR
- 1 14" color monitor
- 1 Camera power supply for 8 cameras
- 4 Day/night camera with 22x/zoom lens
- 4 Outdoor camera housing w/wall mount
- 1 Miscellaneous parts, cables, connectors, hardware, etc.

Total Equipment Cost: \$5800
Camera Installation approx. + \$700

Total Project Costs: \$ 6,500.00
Total covered by award: \$ 6,304.00

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

--

Section Questions:

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee. Enter N/A if not applicable.

Answer: \$1,000

Question: If Salaries and Benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase? Enter N/A if not applicable.

Answer: N/A

Question: If benefits are to be paid, are they included in your budget narrative? Enter N/A if not applicable.

Answer: N/A

Question: If indirect costs is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide and Edward Byrne Memorial Justice Assistance Grant (JAG) Program Guidance as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. Further, the Subgrant Recipient agrees to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-110, A-102, A-122, A-133, A-87, as applicable; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule and Part 67, Drug-free Workplace.

2. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports – JAG Countywide Only

- (1) **Reporting Time Frames:** The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) **Report Contents:** Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The **JAG Countywide** subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Monthly Project Expenditure Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Project Expenditure Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
- (b) The **JAG Direct** subgrant recipient shall submit one Project Expenditure Report for the entire subgrant period.
- (c) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCGJ).
- (d) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (e) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (f) Reports are to be submitted even when no reimbursement is being requested.

(2) The Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination period.

(3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to OJP Financial Guide (as amended), U.S. Department of Justice Common Rule for State and Local Governments, and federal Office of Management and Budget's (OMB) Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

- a. JAG Countywide - Advance funding may be authorized for up to twenty-five (25) percent of the federal award for each project according to Section 216.181(16)(b), Florida Statutes, the OJP Financial Guide, and the U.S. Department of Justice Common Rule for State and Local Governments. Advance funding shall be provided to a subgrant recipient upon a written request to the Department. This request, shall be either enclosed with the subgrant application or submitted to the Department prior to the first request for reimbursement. Justification should address a 30/60/90-day need for cash based on the budgeted activities for the period.
- b. JAG Direct – The Department shall award program funds to the recipient in a single, lump sum payment.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date.

9. Travel and Training

- a. All travel expenses relating to field trips with youth requires written approval of the Department prior to commencement of actual travel.
- c. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
- d. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

10. Program Income (also known as Project Generated Income)

Program income means the gross income earned by the subgrant recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the OJP Financial Guide and U.S. Department of Justice Common Rule for State and Local Governments (reference 31 CFR Part 206 - Management of Federal Agency Receipts, Disbursements, and Operation of The Cash Management Improvement Fund).

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This project was supported by grant funds awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The

contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.

- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OBM Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to the Department indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to the Department, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

Subgrant recipients shall obtain approval from the Department for major substantive changes. These include, but are not limited to:

- a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;

- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, Florida Statutes shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for

processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

- a. A Drug Court Project funded by the JAG Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and comply with criteria as set forth in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies and in the Bureau of Justice Assistance's Formula Grant Program Guidance. Submission of this certification is a prerequisite to entering into this agreement.
- c. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or criminal justice agency operates a criminal intelligence system and does not meet Act and federal regulation criteria, they must indicate when they plan to come into compliance. Federal law requires a subgrant-funded criminal intelligence system project to be in compliance with the Act and federal regulation prior to the award of federal funds. The subgrant recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the subgrant recipient agreement does not constitute approval of the subgrant-funded development or operation of a criminal intelligence system.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.
- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds.
 - (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- b. For any of a subgrantee's existing programs or activities that will be funded by these subgrants, the subgrantee, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with: the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
- (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

41. "Pay -to-Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory

site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrantee further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrantee understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

43. Limited English Proficiency

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance to assist agencies to comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov, or by contacting OJP's Office for Civil Rights at (202) 307-0690, or by writing to the following address:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 Seventh Street NW, Eighth Floor
Washington, DC 20531

44. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

The subgrantee will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting

with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Department of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

49. Omnibus Crime Control and Safe Streets Act

The subgrantee will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Public Safety Officers' Health Benefits Provision

The recipient has certified it is in compliance with the Public Safety Officers' Health Benefits Provision of the Fiscal Year 2002, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 107-77) and agrees to remain in compliance during the life of the grant. This provision requires that the unit of local government which employs a public safety officer (as defined by Section 1204 of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended) to afford such public safety officer who retires or is separated from service due to injury suffered as a direct and proximate result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit (as such terms are defined by State law) with the same or better level of health insurance benefits at the time of retirement or separation as the officer received while employed by the jurisdiction. If the recipient demonstrates noncompliance during the life of the grant, 10 percent of the award amount must be returned to the grantor.

51. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

52. Global Justice Data Model Specifications

To support public safety and justice information sharing, OJP requires the grantee to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gixdm.

53. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the BJA in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by BJA.

54. Privacy Certification

The Subgrant recipient agrees to comply with the confidentiality requirements that are applicable to collection, use, and revelation of data or information and that are in accordance with requirements of Confidentiality of Identifiable Research and Statistical Information (28 C.F.R. Part 22 and, in particular, section 22.23, Privacy Certification).

If an award is made for a project which has a research or statistical component under which information identifiable to a private person will be collected, the subgrant recipient agrees to:

1. Project plans will be designed to preserve anonymity of private persons to whom information relates, including, where appropriate, name-stripping, coding of data, or other similar procedures.
2. Project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person.
3. A log will be maintained indicating that identifiable data have been transmitted to persons other than BJA, OJJDP, BJS, NIJ, or OJP or grantee/contractor staff or subcontractors, that such data have been returned, or that alternative arrangements have been agreed upon for future maintenance of such data.
4. A description of the project containing assurance by the applicant that:
 - (1) Data identifiable to a private person will not be used or revealed.
 - (2) Access to data will be limited to those employees having a need and that such persons shall be advised of and agree in writing to comply with these regulations.
 - (3) All subcontracts which require access to identifiable data will contain conditions meeting the requirements.
5. Any private persons from whom identifiable data are collected or obtained, either orally or by means of written questionnaire, shall be advised that the data will only be used or revealed for research or statistical purposes and that compliance with requests for information is not mandatory. Where the notification requirement is to be waived, a justification must be included in the Privacy Certificate.
6. Describe the precautions that will be taken to insure administrative and physical security of identifiable data.

ARTICLE IX. DUTIES OF CERTAIN TOWN OFFICERS**Section 1. Duties of certain officers.**

The Mayor is to be the permanent chairman of the Town Commission and the Commissioners shall elect a vice-mayor who shall be Chairman pro tem, at their first organizational meeting after each election and who will preside and act as Mayor in the absence or disability of the Mayor. The Mayor shall sign all checks, deeds, negotiable notes and bonds, evidences of indebtedness or other instruments in writing to which the Town shall be a party when authorized to do so by the Town Commission, and he shall be ex officio a[sic] Commissioner and shall have a voice and vote in the proceedings of the Commission.

Editor's note: Portions of this section were deleted as necessary to reflect the fact that the mayor-commission plan was not implemented; see editor's note to article III heading. In addition, certain grammatical changes were made, at the request of the town attorney, for purposes of clarity.

Section 2. Powers and duties of town clerk.

Editor's note: This section was transferred to Code of Ordinances § 2-84 pursuant to F.S. § 166.021.

Section 3. Powers and duties of the town tax assessor.

Editor's note: This section was superseded by F.S. § 193.116 which provides for assessment by the county property appraiser.

Section 4. Powers and duties of the town tax collector.

Editor's note: This section was superseded by F.S. § 193.116 which provides for tax collection by the county tax collector.

Section 5. Powers and duties of the town treasurer.

Editor's note: This section was transferred to Code of Ordinances § 2-85 pursuant to F.S. § 166.021.

Section 6. Powers and duties of the town budget officers.

Editor's note: Portions of this section were transferred to Code of Ordinances § 2-86 and others deleted pursuant to F.S. § 166.021.

**CERTIFICATION OF COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

SUBGRANTEE CERTIFICATION

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that the Subgrantee (Subgrant Recipient) . . .
(Select one of the following):

Meets Act Criteria

Does not meet Act Criteria

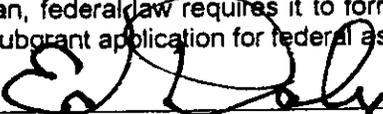
I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Subgrant Recipient meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Subgrant Recipient . . . **(Select one of the following):**

Has a Current EEO Plan

Does Not Have a Current EEO Plan

Has included a copy of the current approval letter from the US DOJ

I further affirm that if the Subgrant Recipient *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.



Signature of Subgrantee Authorized Official

Type Name: Paul W. Castro

Title: Mayor

Subgrant Recipient: Town of Lake Park

Date: December 6, 2006

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,
whiteout, etc. are not

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder
Typed Name and Title: Clayton H. Wilder, Administrator
Date: 2-14-07

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant: Town of Lake Park
Signature: [Signature]
Typed Name and Title: Paul W. Castro, Mayor
Date: December 6, 2006

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Town of Lake Park
Signature: [Signature]
Typed Name and Title: Paul W. Castro, Mayor
Date: December 6, 2006

RESOLUTION NO. 34-04-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ACCEPTING A LOCAL LAW ENFORCEMENT BLOCK GRANT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT IN THE AMOUNT OF \$6,304.00, FOR THE PROJECT ENTITLED THE "CLOSED CIRCUIT CAMERA SYSTEM FOR THE PUBLIC WORKS FACILITY" AND WHICH HAS BEEN ASSIGNED FDLE GRANT NUMBER: 2007-JAGD-PALM-9-P4-162; WITH SAID GRANT FUNDS TO BE USED FOR CRIME REDUCTION AND IMPROVING PUBLIC SAFETY FOR THE PERIOD OF FEBRUARY 1, 2007 THROUGH JULY 31, 2007; AND AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATION OF ACCEPTANCE/REQUEST FOR PAYMENT FORM AND ANY AND ALL OTHER REQUIRED DOCUMENTS; 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 Omnibus FY 1996 Appropriations Act (Public Law 104-134) authorizes the Director of the Bureau of Justice Assistance ("BJA") to make funds available to units of local government under the Local Law Enforcement Block Grants Program, subject to all applicable rules, regulations and conditions as contained in the Financial and Administrative Guide for Grants; and

WHEREAS, on February 14, 2007 the Florida Department of Law Enforcement ("FDLE") notified the Town that a Local Law Enforcement Block Grant, in the amount of \$6,340.00 had been awarded to the Town for the "Closed Circuit Camera System for the Public Works Facility", for the purposes of reducing crime and improving public safety; and

WHEREAS, the February 14, 2007 sub-grant award number is 2007-JAGD-PALM-9-P4-162 and is for the period of February 1, 2007 through July 31, 2007; and

WHEREAS, there are certain standard conditions and addendums to the sub-grant awarded to the Town which are attached hereto as composite **Exhibit “A”** together with a Certification of Acceptance/Request for Payment form (“Certificate”), which must be completed and returned to the FDLE within thirty (30) days from the date of the grant award; and

WHEREAS, the Certificate constitutes official acceptance of the award by the Town, and must be executed by the Mayor, and returned to and received by the FDLE prior to the lump sum payment of the sub-grant award; and

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.

SECTION 2.

That Mayor is hereby authorized and directed to execute the Certification of Acceptance/Request for Payment which is attached hereto as part of composite **Exhibit “A.”**

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

TAB 3

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: June 7, 2006

Agenda Item No. *Tab 3*

- | | |
|--|--|
| <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: To award the contract for "Closed Circuit Camera system for the Town of Lake Park Public Works Facility" to the lowest bidder ALFI Electronics, Inc. using FDLE Grant.

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *H. Davis* Date: *4/13/07*

Originating Department: Finance	Costs: \$ 77 <i>\$6,700.00</i> Funding Source: <i>FDLE</i> Acct. # <i>301-49202</i>	Attachments:
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The money from FDLE Grant (\$6,304.00) and additional \$396.00 will be awarded to the lowest bidder ALFI Electronics, Inc. to supply, labor and installation for the "Closed Circuit Camera system for the Public Works Facility" project.

ALFI ELECTRONICS, INC.



285 N.E. 185TH STREET SUITE # 23
MIAMI, FLORIDA 33179

Office Line 305-654-8484 Fax 305-654-9799
E-Mail alfi@bellsouth.net or sambenomry@yahoo.com



The data contained in all pages of this proposal has been submitted in confidence and contains privileged or confidential commercial or financial information.

QUOTATION

DATED March 30, 2007

The Town of Lake Park



PARTNER WITH **Alfi...** AND EXPERIENCE WHY WE ARE THE NATION'S FASTEST GROWING SECURITY SYSTEMS COMPANY.

ALFI ELECTRONICS, INC.



285 N.E. 185TH STREET SUITE # 23
MIAMI, FLORIDA 33179

Office Line 305-654-8484 Fax 305-654-9799

E-Mail alfi@bellsouth.net or sambenomry@yahoo.com

535 Park Avenue
Lake Park, Florida 33403

Attn.: Mr. Hoa N. Hoang
Assistant to the Town Manager
Chief Information Technology Officer
E-Mail: hhoang@lakeparkflorida.gov

Off. (561) 881-3303
Fax (561) 881-3314

Mr. Hoang:

It was a pleasure meeting you yesterday to discuss the security for the public works area for The Town of Lake Park. Attached is a proposal for your review.

Thank you for considering Alfi Electronics, Inc. for your Security Surveillance needs. We are a licensed, certified company with excellent references and track record. We welcome your business and we look forward to serving you in this capacity.

If you should require additional information, please feel free to contact our office.

Belina Esquenazi - Project Supervisor to:
Sam Ben-Omry – Your Security Consultant
And President of Alfi Electronics, Inc.

Office: 305-654-8484

Fax: 305-654-9799

E-Mail: belina_alfielectronics@yahoo.com

Quotation

The below indicates all requirements requested.

Scope of work:

Project: The Town of Lake Park

Installation of a CCTV Surveillance System consisting of four (4) colored cameras to be installed for the Public Works area. The location and position of the cameras will be



PARTNER WITH **Alfi...** AND EXPERIENCE WHY WE ARE THE NATION'S FASTEST GROWING SECURITY SYSTEMS COMPANY.

ALFI ELECTRONICS, INC.



285 N.E. 185TH STREET SUITE # 23
MIAMI, FLORIDA 33179

Office Line 305-654-8484 Fax 305-654-9799

E-Mail alfi@bellsouth.net or sambenomry@yahoo.com

determined once at the site for proper image viewing per our discussion. Cameras may be viewed sequentially or individually

List of Equipment:

- . 4 CCTV Colored Cameras, High-Resolution, Low-Light, Day-Night
- . 4 Housings (Protective Enclosures)
- . 4 Mounting Brackets
- . 1 – 8 Channel DVR Unit, 240 GB, Recording up to 30 days
- . 2 – 17” Colored LCD Monitors
- . 1 Master Power Supply – Centralized For All Cameras
- . 1 Backup UPS battery
- . All necessary video and power cables and connectors
- . Programming – Local and Remote viewing
- . Training of authorized individuals
- . All associated labor within

*Note:

Customer will need to provide a designated IP address and fast access DSL for Internet remote viewing and recording.

System Investment Summary:

Our price for the supply, installation and labor for the project goes as follows:

Project Price: \$ 6,700.00 plus tax. If tax exempt applies to client, please attach form with signed quote.

Terms and Conditions:



PARTNER WITH **Alfi...** AND EXPERIENCE WHY WE ARE THE NATION'S FASTEST GROWING SECURITY SYSTEMS COMPANY.

ALFI ELECTRONICS, INC.



285 N.E. 185TH STREET SUITE # 23
MIAMI, FLORIDA 33179

Office Line 305-654-8484 Fax 305-654-9799

E-Mail alfi@bellsouth.net or sambenomry@yahoo.com

Payment Schedule

50% deposit is required upon the signing of this agreement and commences installation. 50% balance is due upon the completion of installation and training of authorized individuals.

Owner Provided Items

The customer will be responsible for the following: (*if applicable)

- A. Florida State Tax * (tax exempt)
- B. Internet Access - IP Address - DSL Fast Access

Access to Installation Site

Alfi Electronics, Inc. Technicians will be allowed access to the work site between the hours of 9:00 a.m. and 5:00 p.m. Monday to Friday. (Excluding weekends and holidays)

Installation Schedule

Alfi Electronics, Inc. will commence installation upon the signing of this contract.

Warranty Conditions

We warranty this installation by to the original purchaser to be free from defects in material and workmanship under normal use during the warranty period.

MATERIALS:

Products will be repaired or replaced without charge for a period of One (1) year from the completion date of installation if defective only.

LABOR:

Labor will be issued for the repair or replacement without charge for a period of One (1) year from the completion date of the installation.

(Labor to correct warranty problems is provided only during normal business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays & weekends)

CONSUMABLE ITEMS:

Consumable items such as cd, video cassette recorder record / tape playback head, intensifier, battery, transformer and power supply will be warranted in accordance with the



PARTNER WITH **Alfi...** AND EXPERIENCE WHY WE ARE THE NATION'S FASTEST GROWING SECURITY SYSTEMS COMPANY.



ALFI ELECTRONICS, INC.

285 N.E. 185TH STREET SUITE # 23
MIAMI, FLORIDA 33179

Office Line 305-654-8484 Fax 305-654-9799

E-Mail alfi@bellsouth.net or sambenomry@yahoo.com

original manufacturer's warranty only. Devices including, but not limited to, fuses and / or power and / or lighting transient protectors / suppressers, which are designed to fail in order to protect the security system equipment (s) are not included in the warranty.

This warranty will be voided if, during the warranty period, the purchaser connects, installs, devices not supplied by Alfi Electronics, Inc. and/or if equipment is serviced by a non - Alfi Electronics, Inc. Authorized organization.

The Warranty will not apply to any products or installation which has been misused, abused, altered or an act of nature.

PROPOSAL ACCEPTANCE

The Specifications, Conditions and Prices Sales Presented in This Proposal Are Accepted As Indicated by the Signatures Below. Alfi Electronics, Inc. Is Authorized To Perform The Project As Specified Within This Proposal, With Payment Made As Outlined In The System Investment Summary Section Of This Document.

Accepted By: (Please Print Excepted Where Otherwise Indicated and Fax it to 305-654-9799 or E-Mail @ belina_alfielectronics@yahoo.com

Project: The Town of Lake Park – Public Works Department

Client:

Print _____

Signature _____

Date _____

Alfi Electronics, Inc.



PARTNER WITH **Alfi... AND EXPERIENCE WHY WE ARE THE NATION'S FASTEST GROWING SECURITY SYSTEMS COMPANY.**

Kerlin Electronics

6671 West Indiantown Rd suite 56
 PMB 123
 Jupiter Florida, 33458
 Call 561 252 0713

Proposal

DATE	Proposal NO.
1/17/2007	2801

NAME / ADDRESS
The Town Of Lake Park

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
16 Channel 120 fps digital video server system c/w 400gb data storage with built in multiplex, onboard DVD CDRW backup device, network ready, remote view ready, motion detection, 24/7 recording options, 17 inch LCD monitor included.	1	2,950.00	2,950.00
Sony Hi Res color cs mount day/night camera	4	229.00	916.00
Camera housing and bracket	4	89.00	356.00
2.8-12mm AI Vario lens	4	66.95	267.80
1000 ft siamese cctv power cable	1	279.00	279.00
conduit fixings & consumables	1	200.00	200.00
Installation, system configuration and tuition	26	85.00	2,210.00
Sales Tax		0.00%	0.00
		TOTAL	\$7,178.80

Phone #
561 252 0713



A American Master Locksmith

4371 Northlake Blvd #294
 Palm Beach Gardens, FL 33410
 561-775-0553

Estimate

DATE	ESTIMATE #
1/18/2007	L16

NAME / ADDRESS
Town of Lake Park 535 Park Ave Lake Park, FL 33403

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Digital Video server 16 channel 120 fps drive 400gb of storage. This system will have a DVD CDRW drive for down loading to disc with ability to network and remote view. built in motion detection or full time record options.	1	2,590.00	2,590.00
17" LCD monitor	1	375.00	375.00
Day/Night Camera complete "Sony" with Housing	4	459.00	1,836.00
Video and camera power cable		512.00	512.00
Including Conduit system			
labor charge for installation and setup of system	24	80.00	1,920.00
This order requires a 50% Deposit upon order. This is for a Complete Camera SYSTEM			
Net Deposit of 50% upon order, Balance due upon completeion.		TOTAL	\$7,233.00

Phone #	Fax #	E-mail
561-775-0553	561-627-5711	gteam85@AOL.COM

53

Larry Kernan

From: Larry Kernan
Sent: Wednesday, February 28, 2007 12:33 PM
To: Glen Dale
Cc: Cindy Sementelli
Subject: FDLE Grant - Closed Circuit Camera System Public Works

Glen,

I set up the following accounts for Grant - 2007-JAGD-PALM-9-P4-162:

301-337.202 (Revenue)
301-52-521-301-49202 (Expense)

Larry

Larry Kernan
Assistant to the Finance Director
tel: 561-881-3350
fax: 561-881-3358

4/2/2007

TAB 4

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

Meeting Date: April 18, 2007

Agenda Item No. *Tab 4*

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

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

SUBJECT: Truck wash at Public Works yard:

RECOMMENDED MOTION/ACTION: Motion to approve expenditure for concrete slab and walls in the amount of \$ 34,000.00:

Approved by Town Manager *M. Davis* Date: *4/13/07*

Originating Department: Public Works	Costs: \$ 34,000.00 Funding Source: Sanitation Acct. # 406-52000	Attachments: Bids Attached
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel <input checked="" type="checkbox"/> Public Works <i>4-13-07</i> <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

See attached:

BROWNING & BECKER CONSTRUCTION, INC.

Construction Checklist

Original - 3/19/07

Project Name **Town of Lake Park - Public Works Truck Wash**

Rev. Date-3/20/07

Rev. Date

Square Footage Under Roof _____

15	Labor - Miscellaneous		
16	Lot prep - Soil Poisoning		
17	Lot prep - Soil Tests, Surveys, & Engineering		
18	Misc. - Washers, bolts, screws, foam, felt		
19	Paint/ Epoxy		
20	Plans & Copies - field copies		
21	Portable Toilet		
22	Power - Temporary		By Owner
23	Structural Steel - Rebar, Footer Chairs, Etc.		
24	Structural Steel - Anchor, Tapcon, Buckets, Straps, Etc.		
25	Water - Temporary		By Owner
	Subtotal		
	Supervision		
	Profit & Overhead		
	TOTAL		\$ 40,105.00

TELEPHONE BID
TOWN OF LAKE PARK, FLORIDA

Date _____ Awarded to _____

Requisition # _____

Item	Units	Description	Unit	Total
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Bid of Browning & Bell

Bid of West Construction

1.	_____	6.	<u>40,105.00</u>
2.	_____	7.	_____
3.	_____	8.	_____
4.	_____	9.	_____
5.	_____	10.	_____

1.	_____	6.	<u>no bid.</u>
2.	_____	7.	_____
3.	_____	8.	_____
4.	_____	9.	_____
5.	_____	10.	_____

Bid of G & H Puffer

Bid of _____

1.	_____	6.	<u>39,000.00</u>
2.	_____	7.	_____
3.	_____	8.	_____
4.	_____	9.	_____
5.	_____	10.	_____

1.	_____	6.	_____
2.	_____	7.	_____
3.	_____	8.	_____
4.	_____	9.	_____
5.	_____	10.	_____

TAB 5

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

Meeting Date: April 18, 2006

Agenda Item No.

Tab 5

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

SUBJECT: Resolution opposing of House Bill 529 know as the "Consumer Choice Act of 2007"

RECOMMENDED MOTION/ACTION: Adopt Resolution opposing House Bill 529.

Approved by Town Manager

H. Davis

Date:

4/13/07

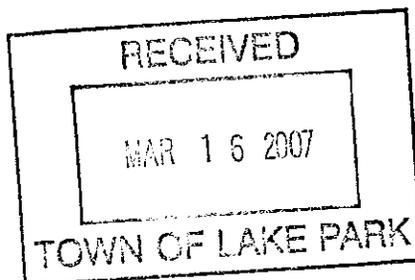
Name/Title	Date of Actual Submittal	
Originating Department:	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney <i>ADB</i> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> 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 _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Florida House Representative Anthony Traviesa introduced the "Consumer Choice Act of 2007" which prohibits municipalities and counties from negotiating terms and conditions from cable and video service wishing to do business within the local governments' jurisdiction in the future. The Town of Lake Park wishes to join several other Palm Beach County municipalities in opposing of this House Bill.



Office of the City Clerk

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1662 · Fax: 561-586-1750



March 13, 2007

The Honorable Paul W. Castro
Mayor
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: House Bill 529

Dear Mayor Castro:

In a Regular Commission meeting held on March 6, 2007, the Lake Worth City Commission adopted Resolution No. 15-2007 opposing House Bill 529 known as the "Consumer Choice Act of 2007".

Enclosed is a copy of the resolution for your information.

Sincerely,

Valerie Hurley, CMC
Deputy City Clerk

Enclosure

RESOLUTION NO. 15-2007 OF THE CITY OF LAKE WORTH, FLORIDA, EXPRESSING OPPOSITION TO HOUSE BILL 529 KNOWN AS THE "CONSUMER CHOICE ACT OF 2007" (H529), URGING FLORIDA LEGISLATIVE REPRESENTATIVES TO REFRAIN FROM ANY FORM OF SUPPORT OR CO-SPONSORSHIP OF H529 AND TO VOTE IN OPPOSITION TO H529, REQUESTING GOVERNOR CRIST TO ADVISE THE HOUSE AND SENATE LEADERSHIP THAT HE DOES NOT SUPPORT H529 IN ADVANCE OF THE OPENING OF THE 2007 REGULAR SESSION, AND DIRECTING THAT THIS RESOLUTION BE FORWARDED TO FLORIDA GOVERNOR CRIST, THE PALM BEACH COUNTY LEGISLATIVE DELEGATION, THE MAYOR OF EACH MUNICIPALITY IN PALM BEACH COUNTY, THE LEADERSHIP OF THE PALM BEACH COUNTY LEAGUE OF CITIES, THE LEADERSHIP OF THE FLORIDA LEAGUE OF CITIES, AND EACH MEMBER OF THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 23, 2007, Florida House Representative Anthony Triviesa introduced the Consumer Choice Act of 2007 (H529); and

WHEREAS, the bill prohibits municipalities and counties from negotiating terms and conditions from cable and video service providers wishing to do business within the local governments' jurisdiction in the future; and

WHEREAS, the bill deletes authorization for municipalities and counties to award cable service franchises and restrictions that require cable service companies not to operate without such franchise; and

WHEREAS, the bill designates the Florida Department of State as the authorizing authority for state-wide franchising of cable and video service providers, but prohibits the Department from imposing build out, construction, and deployment requirements on cable and video certificate holders; and

WHEREAS, the bill require the Department of Agriculture and Consumer Services to receive all customer service complaints thereby eliminating citizen ability to seek remedy of complaints via their local government; and

WHEREAS, the bill establishes requirements and limitations on municipalities and counties relating to access to public right-of-way; and

WHEREAS, the bill prohibits municipalities and counties from imposing any additional requirements on cable and video certificate holders; and

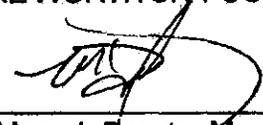
WHEREAS, the bill would deprive municipalities and counties of the authority to establish and maintain government owned and operated networks, known as institutional networks, that may be utilized by first responders and other government officials in the day-to-day management of local government business; and

The passage of this Resolution was moved by Commissioner Burns, seconded by Vice Mayor Lowe, and upon being put to vote, the vote was as follows:

Mayor Marc J. Drautz	AYE
Vice Mayor Retha Lowe	AYE
Commissioner Cara Jennings	AYE
Commissioner Nadine Burns	AYE
Commissioner Dave Vespo	AYE

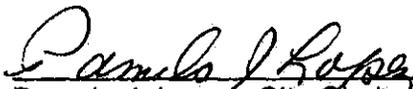
The Mayor thereupon declared this Resolution duly passed and adopted on the 6th day of March 2007.

LAKE WORTH CITY COMMISSION

By: 

Marc J. Drautz, Mayor

ATTEST:


Pamela J. Lopez, City Clerk



RESOLUTION NO. 2007-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, EXPRESSING ITS OPPOSITION TO HOUSE BILL 529 (“CONSUMER CHOICE ACT OF 2007”) AND URGING THE GOVERNOR, MEMBERS OF THE PALM BEACH COUNTY LEGISLATIVE DELGATION, PALM BEACH COUNTY MUNICIPALITIES, THE FLORIDA LEAGUE OF CITIES, THE PALM BEACH COUNTY LEAGUE OF CITIES AND THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO OPPOSE ITS ENACTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 23, 2007, Florida House Representative Anthony Traviesa introduced House Bill 529, known as the Consumer Choice Act of 2007 (“HB 529”); and

WHEREAS, HB 529 would, among other things: (a) prohibit municipalities and counties from negotiating terms and conditions with cable and video service providers wishing to do business within their jurisdictions; (b) negate the authority of municipalities and counties to award cable service franchises and to restrict such operation without an agreement in place; (c) eliminate the ability of citizens to file complaints with their local governments; (d) establish requirements and limitations relating to access to public rights-of-way; and (e) reduce the amount of capacity that may be required by local governments to meet their public, education and government access needs; and

WHEREAS, the Town determines that adoption of this resolution opposing HB 529 is in the best interests of the citizens and residents of the Town of Juno Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. For the reasons set forth above, the Town Council declares its opposition to HB 529 and urges Governor Charlie Crist, the Palm Beach County Legislative Delegation; the Mayor of each Palm Beach County municipality, the Florida League of Cities, the Palm Beach County League of Cities, and the Palm Beach County Board of County Commissioners to oppose HB 529.

Section 3. The Town Council directs that a copy of this Resolution be forwarded to Governor Charlie Crist, the Palm Beach County Legislative Delegation, the Mayor of each Palm Beach County municipality, the Florida League of Cities, the Palm Beach County League of Cities and the Palm Beach County Board of County Commissioners.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

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

RESOLVED AND ADOPTED this _____ day of _____,
2007.

Linda S. Hodgkins, Mayor

ATTEST:

Allison J. Fay, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Leonard G. Rubin, Town Attorney

RESOLUTION 27-2007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA EXPRESSING OPPOSITION TO HOUSE BILL 529 KNOWN AS THE "CONSUMER CHOICE ACT OF 2007" (h529), URGING FLORIDA LEGISLATIVE REPRESENTATIVES TO REFRAIN FROM ANY FORM OF SUPPORT OR CO-SPONSORSHIP OF H529 AND TO VOTE IN OPPOSITION TO H529, REQUESTING GOVERNOR CRIST TO ADVISE THE HOUSE AND SENATE LEADERSHIP THAT HE DOES NOT SUPPORT H529 IN ADVANCE OF THE OPENING OF THE 2007 REGULAR SESSION, AND DIRECTING THAT THIS RESOLUTION BE FORWARDED TO FLORIDA GOVERNOR CRIST, THE PALM BEACH COUNTY LEGISLATIVE DELEGATION, THE MAYOR OF EACH MUNICIPALITY IN PALM BEACH COUNTY, THE LEADERSHIP OF THE PALM BEACH COUNTY LEAGUE OF CITIES, THE LEADERSHIP OF THE FLORIDA LEAGUE OF CITIES, AND EACH MEMBER OF THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 23, 2007, Florida House Representative Anthony Traviesa introduced the Consumer Choice Act of 2007 (H529); and

WHEREAS, the bill prohibits municipalities and counties from negotiating terms and conditions from cable and video service providers wishing to do business within the local Governments' jurisdiction in the future; and

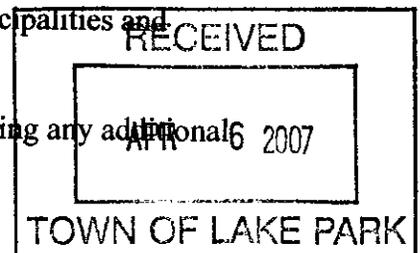
WHEREAS, the bill deletes authorization for municipalities and counties to award cable service franchises and restrictions that require cable service companies not to operate without such franchise; and

WHEREAS, the bill designates the Florida Department of State as the authorizing authority for state-wide franchising of cable and video service providers, but prohibits the Department from imposing build out, construction, and deployment requirements on cable and video certificate holders; and

WHEREAS, the bill requires the Department of Agriculture and Consumer Services to receive all customer service complaints thereby eliminating citizen ability to seek remedy of complaints via their local government; and

WHEREAS, the bill establishes requirements and limitations on municipalities and counties relating to access to public right-of-way; and

WHEREAS, the bill prohibits municipalities and counties from imposing any additional requirements on cable and video certificate holders; and



WHEREAS, the bill would deprive municipalities and counties of the authority to establish and maintain government owned and operated networks, known as institutional networks, that may be utilized by first responders and other government officials in the day-to-day management of local government business; and

WHEREAS, the bill would potentially reduce the amount of capacity which may be required by local governments to meet their public, educational , and government "PEG" access needs, while stripping local government of the ability to obtain capital support for the use of PEG capacity with the result that the communities' cable-related needs and interests may not be met; and

WHEREAS, the bill would deprive local citizens of the ability to address local issues locally, by removing to the state all customer service issues; and

WHEREAS, the bill would ultimately preempt all local authority over the provision of cable video services within the community, including the ability of the local government to provide appropriate oversight to entities conducting business within their jurisdiction and in the local public rights-of-ways; and

WHEREAS, for these reasons, the City Commission finds that it should oppose H529 and urges Florida Governor Crist, the Palm Beach County Legislative Delegation, the mayor of each municipality in Palm Beach County, the leadership of the Palm Beach County League of Cities, the Leadership of the Florida League of Cities, and each member of the Palm Beach County Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of South Bay, Palm Beach County, Florida, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. For the reasons stated herein above, the City commission of the City of South Bay, Palm Beach County, Florida, declares its opposition to H529 and urges Florida governor Crist the Palm Beach County Legislative Delegation the mayor of each Municipality in Palm Beach County, the Leadership of the Palm Beach County League of Cities, the Leadership of the Florida League of Cities and each member of the Palm Beach County Board of County Commissioners to oppose H529.

Section 3. the City commission requests Governor Crist to strongly consider advising the leadership of the House and Senate prior to opening of the 2007 Regular Session that he does not support H529.

Section 4. The City Commission hereby directs that this resolution be forwarded immediately to Florida Governor Crist, the Palm Beach County Legislative Delegation, the Mayor of each municipality in Palm Beach Count, the leadership of the Palm Beach County League of Cities, the leadership of the Florida League of Cities, and each member of the Palm Beach County Board of County Commissioners.

Section 5. This resolution shall become effective immediately upon passage.

PASSED AND ADOPTED in regular, session of the City Commission of the City of South Bay, Palm Beach County, Florida on this 3rd day of April, 2007.

Mayor

Vice-Mayor

Commissioner

Commissioner

Commissioner

Attest:

City Clerk

RESOLUTION NO. 31-04-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA EXPRESSING ITS OPPOSITION TO HOUSE BILL 529 (“CONSUMER CHOICE ACT OF 2007) AND URGING THE GOVERNOR, MEMBERS OF THE PALM BEACH COUNTY LEGISLATIVE DELEGATION, PALM BEACH COUNTY MUNICIPALITIES, THE FLORIDA LEAGUE OF CITIES, AND THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO OPPOSE ITS ENACTMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 23, 2007, Florida House Representative Anthony Traviesa introduced House Bill 529, known as the Consumer Choice Act of 2007 (“HB529”); and

WHEREAS, HB529 would, among other things (a) prohibit municipalities and counties from negotiating terms and conditions with cable and video service providers wishing to do business within their jurisdiction; (b) negate the authority of municipalities and counties to award cable service franchises and to restrict such operations without an agreement in place; (c) eliminate the ability of citizens to file complaints with their local governments; (d) establish requirements and limitations relating to access to public rights-of-way; and (e) reduce the amount of capacity that may be required by local governments to meet their public, education and government access needs; and

WHEREAS, the Town determines that adoption of this resolution opposing HB529 is in the best interest of the citizens and residents of the Town of Lake Park.

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

SECTION 1. The forgoing recitals are ratified as true and incorporated herein.

SECTION 2. For the reasons set forth above, the Town Commission declares its opposition to HB529 and urges Governor Charlie Crist, the Palm Beach County Legislative Delegation; the Mayor of each Palm Beach County municipality, the Florida League of Cities, the Palm Beach County League of Cities, and the Palm Beach County Board of County Commissioners to oppose HB529.

SECTION 3. The Town Commission directs that a copy of this Resolution be forwarded to Governor Charlie Crist, the Palm Beach County Legislative Delegation; the Mayor of each Palm Beach County municipality, the Florida League of Cities, the Palm Beach County League of Cities, and the Palm Beach County Board of County Commissioners.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

TAB 6

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

Meeting Date:

Agenda Item No.

Tab 6

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing
- ORDINANCE ON FIRST READING
- GENERAL APPROVAL OF ITEM
- Other:
- RESOLUTION
- DISCUSSION
- BID/RFP AWARD
- CONSENT AGENDA

SUBJECT:

RECOMMENDED MOTION/ACTION:

Approved by Town Manager

[Signature]

Date: *4/13/07*

LARRY KERNAN - Asst. to Finance Dir.
Name/Title

4-12-07
Date of Actual Submittal

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

Summary Explanation/Background:

*FIDELITY FEDERAL CHANGING TO NATIONAL CITY BANK.
REQUIRED PAPERWORK AND SIGNATURES.*

FIDELITY FEDERAL BANK & TRUST

DATE: 4/10/07

FROM: CRYSTAL R. FUGATE / VALARRY WARE

205 DATURA STREET
3RD FLOOR
WEST PALM BEACH FL 33401
Fax (561) 832-2190 and Office (561) 659-9900 ext 9506

To: Larry Kerman
Company: town of Lake Park
FAX NUMBER: 561-881-3358

NUMBER OF PAGES BEING FAXED INCLUDING COVER PAGE:

NUMBER OF PAGES:

Re: Larry,
THANK YOU for speaking w/me today.
Please review the attached documents
and I will contact you shortly to
help you complete them.
Valarry

CONFIDENTIALITY NOTICE

The information contained in this facsimile message is client PRIVILEGED AND CONFIDENTIAL and is intended for the individual or entity named in this transmission sheet. If the reader of this message is not the intended recipient, or employee or agent responsible for delivering it to the intended recipient, you are hereby notified that dissemination, distribution or coping of this communication is strictly prohibited. If you have received this telecopy in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original documents at no cost to you.

National City Corporation

Completion Instructions For Treasury Management Services For

Certified Treasury Management Resolutions

- The Secretary / Assistant Secretary must be the one completing the resolution. The Secretary / Assistant Secretary must sign at the bottom.
- Governing body example – Board of Directors, officers (who make the decisions for the company).
- Type of entity – ie: corporation, association, and governmental entity...
- In the body of the Resolution that begins “RESOLVED FURTHER” the blank that follows the **“(a)” is to have the names listed of those employees who are able to enter into agreements between the bank and your company. These people do not have to be the signers on the account.**
- The second blank in this same area that follows **“(b)” is to include the names of those employees who would be supplying operational and procedural information, not necessarily the same names in blank “(a).”**
- All people listed in blanks “(a)” and “(b)” should also be listed at the bottom of the form, along with their titles and specimen signatures. These people do not have to be officers of your company.
- Certified at City, State, on the date
- If you have any questions, please call the Client Services Department at 1 800-669-1518.

National City

CERTIFIED TREASURY MANAGEMENT RESOLUTIONS For Corporations, Unincorporated Associations, and Governmental Entities

I, _____ of the _____
(Name) (Title)
 _____ of Town of Lake Park (the "entity"), a(n)
(Governing Body) (Name of Corporation, Association, or Governmental Entity)
 _____ organized under the laws of the State/Commonwealth of Florida (the "State")
(Type of Entity)

do hereby certify that (a) at a meeting of the governing body duly called and held, at which meeting a quorum of the governing body was present and voting, or (b) by an action without a meeting as authorized under the laws of the State, such as a writing or writings filed with or entered upon the records of the entity, resolutions, of which the following are a full and true copy as appears by said records, were duly adopted, and the proceedings of the governing body were in accordance with the rules and regulations, if any, of the entity, and that the resolutions as set forth below are now in full force and effect.

RESOLVED, that National City Bank ("Bank") is designated a depository of this entity with full authority to accept deposits of money, checks, and other instruments (collectively, "Items") to the credit of this entity in accounts with Bank in accordance with the oral or written instructions of any person making the deposit and subject to the present or subsequently amended Business Account Agreement (the "Account Agreement") receipt of which is hereby acknowledged; and that this entity hereby guarantees to Bank the payment of all Items which are deposited in its account(s) and the certification of these resolutions by the undersigned shall bind this entity upon this guaranty.

RESOLVED FURTHER, that Bank is authorized to pay or otherwise honor or apply in accordance with the Account Agreement without inquiry and without regard to the application of the proceeds thereof, all checks, drafts, and other orders for the payment, transfer, or withdrawal of money from any and all accounts maintained by this entity with Bank, including those drawn to the individual order of a signer, when signed, accepted, or indorsed by any of the following, namely:

Name	Title	Name	Title
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

RESOLVED FURTHER, that a facsimile signature of any or all of the above-named signers, regardless of by whom or by what means the facsimile signature is affixed, is to be relied on by Bank without any duty on the part of Bank to determine the genuineness of or authorization for said facsimile signature.

RESOLVED FURTHER that any of the above-named signers may access safe deposit boxes, if any, leased in the name of this entity

RESOLVED FURTHER, that this entity enter into agreements with Bank from time to time, to furnish treasury management services to this entity, which agreements may relate to one or more of the deposit accounts of this entity with Bank;

RESOLVED FURTHER, that, in connection herewith, (a) any of the following, namely: _____ be and each of them is authorized for and on behalf of this entity to execute and deliver to Bank such agreements and other writings, if any, as Bank may require, which agreements and other writings, if any, each shall be in such form and contain such representations, agreements, authorizations, waivers, and other provisions as Bank may require and as the person executing such agreements on behalf of this entity may approve, and (b) any of the following, namely: _____ be and each of them is authorized for and on behalf of this entity to make and do all such further and other acts and things, including, but not limited to, supplying operational and procedural information to Bank, as Bank may from time to time deem necessary or advisable in connection with the foregoing, and, in each case, any such person's execution thereof or other acts in connection therewith shall be conclusive evidence of his or her approval and the approval of this governing body;

RESOLVED FURTHER, that the authority of the aforesaid individuals shall not impinge upon or expand the authority previously, concurrently, or hereafter granted to certain employees of this entity for the transaction of business in connection with deposit accounts of this entity with Bank, and that Bank's treasury management personnel may rely exclusively on the authority herein granted without reference to any such resolution of this governing body;

RESOLVED FURTHER, that all such agreements and other writings heretofore executed and delivered to Bank and other acts taken in connection therewith on behalf of this entity are hereby ratified, confirmed, and approved by this governing body; and

RESOLVED FURTHER, that a certified copy of these resolutions and a certification of the names, titles and specimen signatures of the persons herein authorized to act on behalf of this entity shall be furnished to Bank, and that Bank is authorized to rely on these resolutions and such certification until written notice of any change therein, in a form satisfactory to Bank, shall have been received by an appropriate officer of Bank.

I further certify that set forth below is the name, title, if any, and specimen signature of each person authorized above to act on behalf of the entity and that, where a title appears, such person is a duly elected and acting officer of the entity with the title indicated.

Name	Title	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Certified at _____, _____, on the _____ day of _____, 20____.

SIGNED: _____
Title: _____

National City

MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

NATIONAL CITY BANK ("National City") and Town of Lake Park ("Client") are entering into a Master Treasury Management Services Agreement (the "Master Agreement"), consisting of the following general terms and conditions (these "General Terms and Conditions") and product guides ("Product Guides") for the treasury management services provided to Client from time to time ("Services"), as of this _____ day of _____, 2007.

National City and Client, intending to be legally bound, hereby agree as follows:

- Services; Accounts.** National City will provide one or more Services in connection with designated deposit accounts (the "Accounts") maintained by Client at National City and/or banking affiliates of National City ("Affiliates") from time to time. The Accounts are and continue to be governed by Account rules, agreements, disclosures, and other documents as may be in effect from time to time in connection with the Accounts (collectively, the "Account Rules"), except as expressly provided in the Master Agreement. Client agrees to comply with all rules, regulations, and procedures set forth in product manuals and related materials furnished by National City from time to time in connection with the Services.
- Client Representations.** Client represents that it will use the Services only for its own internal and proper business purposes and will not sell, lease, or otherwise provide, directly or indirectly, any of the Services or any portion thereof to any third party, except as may be specifically authorized in a Product Guide. Client further represents and agrees that it will perform its obligations under the Master Agreement in accordance with all applicable laws and regulations, including, without limitation, those administered by the United States Office of Foreign Assets Control (OFAC).
- Information; Instructions.** Client will provide Account information and other necessary processing instructions to National City in a form acceptable to National City in order to enable National City to provide the Services. Client agrees to use its best efforts to ensure that all such information and instructions provided to National City by or on behalf of Client are accurate and complete and have not been modified by deletion or other alteration. National City is not responsible for delays and errors caused by Client's failure to provide National City with such information and/or instructions on a timely basis or caused by inaccurate, incomplete, garbled, or otherwise unprocessable information and/or instructions.
- Additional Information.** Client will supply any information National City may reasonably request evidencing any individual's authority to take any action contemplated under the Master Agreement. National City shall be entitled to rely upon any written, oral, or electronic notice or communication believed by it in good faith to be genuine and to have been signed or given by an authorized individual, and any such communication shall be deemed to have been signed or given by Client.
- Security Devices; Responsibility.** National City may, from time to time, provide or assign to Client security procedures, personal identification numbers ("PINs"), initial and replacement passwords, physical security devices, telephone numbers, and other confidential codes (collectively, "Security Devices"). Client shall control the distribution and safekeeping of, and access to, all Security Devices. Client shall promptly notify National City of any breach of security involving any Security Devices, including without limitation, the actual or suspected misuse, loss, misplacement, or unauthorized disclosure thereof. Client shall be solely responsible for any transactions resulting from

Client's failure to control the distribution and safekeeping of, and access to, any Security Devices. Any information and/or instructions accompanied by an appropriate Security Device will be deemed to have been made by Client.

6. **Electronic Recording.** If a dispute arises between National City and Client with respect to one or more terms of any transaction initiated, amended, or confirmed by telephonic communication, then any electronic recording of the telephonic communication maintained by National City in the ordinary course of business shall be conclusive as to the terms of the transaction in dispute.
7. **Compensation.** Client shall compensate National City for its performance of the Services at the rates agreed to by the parties at the time the Services are selected; provided, however, that National City shall have the right to modify its rates for each Service upon at least thirty (30) days prior notice to Client. Client shall be responsible for any and all applicable federal, state, and local taxes related to said compensation and the performance of Services including, without limitation, sales, use, value added, and gross receipts taxes, but excluding taxes based on National City's income, unless Client provides National City with an appropriate exemption certificate.
8. **Notification.** Except as otherwise provided in a Product Guide, Client must review periodic Services statements and other advices received from National City in connection with the Services and report any discrepancy or unauthorized transaction to National City in writing within thirty (30) calendar days from the date the statement or other advice containing such discrepancy or unauthorized transaction is mailed or otherwise made available to Client by National City. If Client fails to do so, Client shall be precluded from asserting any discrepancy or unauthorized transaction contained therein, and National City shall be relieved of liability for any such discrepancy or unauthorized transaction, including any loss of interest in connection therewith. Client agrees that this provision shall have no effect on Client's obligation to review each Account statement and report alterations, unauthorized signatures, unauthorized endorsements, and any other errors in accordance with the Account Rules.
9. **Available Funds.** Client agrees to maintain available funds on deposit at all times in the Accounts sufficient in amount to cover in full all outgoing funds transfers which are effected in connection with any of the Services and, unless National City has agreed to accept payments or reimbursements by a method other than charging the Accounts, Client's other payment or reimbursement obligations to National City in connection with the Services. In the event Client fails to maintain available funds on deposit and/or fails to make a payment or reimbursement when due, (a) National City may refuse to effect any outgoing funds transfers from the applicable Account and/or refuse to provide the Services to which such payment or reimbursement relates until sufficient funds are deposited or payment or reimbursement is received by National City, and (b) National City shall have the right without prior notice or demand to charge any of the Accounts to obtain payment of any amount due and payable to it. In the event there are insufficient available funds in the Accounts to cover these obligations, or Client fails to make a payment or reimbursement when due, Client agrees to pay such obligations upon demand by immediate delivery of available funds and further agrees that National City may, at its option, (a) overdraw Client's Accounts and charge Client for the use of the funds or (b) charge any deposit account maintained by Client at National City or any Affiliate to obtain such funds.
10. **Client Hardware and Software.** Client will provide and maintain, and shall be solely responsible for, hardware, software programs, and/or delivery channels, including, without limitation, internet service providers, not supplied or specified by National City. In addition, Client shall be solely responsible to ensure that any such hardware and/or software conforms to the standards established by National City from time to time.

11. **No Warranties.** NATIONAL CITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED BY NATIONAL CITY OR THE USE OF THE RECOMMENDED HARDWARE AND/OR SOFTWARE IN CONNECTION THEREWITH.
12. **Liabilities; Indemnification.** National City shall be required to perform only the Services which it has expressly agreed to provide and shall be liable only for losses or damages caused by its failure to act in a commercially reasonable manner in accordance with industry standards in the performance of the Services. National City shall not be responsible for Client's acts or omissions or those of any other person, including, without limitation, any Federal Reserve Bank or transmission or communications facility or any other non-affiliated financial institution, and no such party shall be deemed to be National City's agent. National City and Client agree that National City's liability, if any, for loss of interest on any funds transfer shall be calculated by using the rate of interest, as reasonably determined by National City, payable by National City for the purchase of "federal funds" at the time or times in question on a daily overnight basis. In any event, National City shall not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses (including attorneys' fees) in connection with any of the Services, even if National City has knowledge of the possibility of such damages.
13. **Foreign Transactions.** As to any U.S. dollar amount which is payable in a foreign country, National City does not guarantee that its correspondents or agents can or will make payment in U.S. dollars, nor does National City guarantee that there will not be a charge made by some other bank or other entity in connection therewith. Client agrees that neither National City nor its correspondents or agents shall be liable for any loss or damage due to errors, omissions, delays, loss, or destruction in or through the mail, telegraph, or cable of any country. In addition, National City shall not be responsible for the acts or omissions of any of its non-affiliated correspondents and other non-agents employed in making the payment requested. All tracers of non-receipt, late receipt, or of any other type are subject to National City's ordinary charges and to charges, if any, of its correspondents or agents.
14. **Force Majeure.** National City shall have no liability and shall be excused from any act, failure to act, or delay in acting if such act, failure, or delay is caused in whole or in part by orders or restraints of any kind of the government of the United States of America or any other country or of any state or other political subdivision and their respective departments, agencies, and/or officials, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, acts of God, fire, labor disputes, power failures, acts or omissions of civil authority, civil disturbance, severe weather conditions, any present or future rules and regulations of any governmental authority, or any similar or dissimilar cause beyond National City's control, so long as National City makes a reasonable effort to remove or avoid the effects thereof; provided, however, that the settlement of labor disputes shall be in the sole discretion of National City.
15. **Assignment.** Client may not assign the Master Agreement, or any of its rights, duties, or obligations under the Master Agreement, without the prior written consent of National City, and any attempted assignment without such consent shall be null and void; provided, however, that Client may assign its rights, duties, and obligations under the Master Agreement, in whole but not in part, to a subsidiary or affiliate of Client without the prior written consent of National City, so long as Client remains fully liable hereunder. National City may assign the Master Agreement or any of its rights, duties, or obligations under the Master Agreement, without the prior written consent of Client.

16. **Subcontractors.** National City may perform some or all of the Services hereunder through one or more subcontractors, provided that the hiring of any subcontractor to perform the Services hereunder shall not modify National City's obligations to cause the Services to be provided hereunder. All references in the Master Agreement to National City include National City acting through its subcontractors and any subcontractor's performance hereunder shall be deemed performance by National City.
17. **Independent Contractor.** National City will perform the Services as an independent contractor. Nothing in the Master Agreement shall be construed to create a relationship of employer and employee, principal and agent, partnership, or joint venture between the parties.
18. **Captions.** Any paragraph or other captions are inserted for convenience only and shall not be considered a part of or affect the interpretation or construction of any of the provisions of the Master Agreement.
19. **Termination.** The Master Agreement shall remain in full force and effect until terminated by either party in accordance with this paragraph. Termination of the Master Agreement will terminate all of the Services provided to Client. Notwithstanding the termination of the Master Agreement or any Service, the Master Agreement will remain in full force and effect with respect to all transactions that occur prior to the effective date of termination. The provisions of paragraphs 12, 19, 25, and 26 shall survive the termination of the Master Agreement.

Voluntary Termination. Either party may terminate the Master Agreement and/or any Service by providing notice to the other party. Such termination shall take effect as soon as practicable, but not more than ten (10) calendar days after receipt of such notice, unless National City and Client agree otherwise.

Events of Default; Termination. The occurrence of any of the following shall constitute an "Event of Default" hereunder: (a) Client fails to pay any amount to National City within three (3) Business Days of its due date, or (b) Client fails to maintain available funds in any Account in accordance with paragraph 9 of these General Terms and Conditions, or (c) any voluntary petition by or involuntary petition against Client shall be filed pursuant to any chapter of any bankruptcy code or Client shall make an assignment for the benefit of creditors, or there shall be any other marshalling of the assets and liabilities of Client for the benefit of Client's creditors. Upon the occurrence of an Event of Default, and in addition to any other remedies available to National City hereunder, by operation of law, or otherwise, National City shall have the right to terminate the Master Agreement and/or any Service immediately by giving Client notice thereof. Thereafter, National City shall have no further obligation to provide any such Services to Client. Client agrees to safeguard, remove, and deliver all properties belonging to National City at the time the Master Agreement or any Service is terminated, or prior to surrender of Client's property to a receiver. Client shall reimburse National City for all costs and expenses (including reasonable attorneys' fees and court costs) incurred by National City to enforce collection of any moneys due to it in connection with any Service or in enforcing Client's obligations under the Master Agreement.

20. **Notices.** All notices permitted or required by the Master Agreement shall be in writing and shall be deemed to have been duly given (a) upon personal delivery (whether by messenger, overnight delivery, telegram, or otherwise), (b) upon facsimile transmission (receipt of which is orally confirmed by the recipient) or upon transmission by tested telex, or (c) three (3) Business Days after deposit, postage prepaid, in the United States mail, if sent by certified or registered mail, return receipt requested, and addressed:

In the case of notice to Client, to:

Attn:

Fax: ()

and in the case of notice to National City, to:

NATIONAL CITY BANK

One National City Parkway

Kalamazoo, MI 49009

Attn: Treasury Management

Fax: (216) 912-4776

or in accordance with such other address information as the party to receive notice may provide in writing to the other party in accordance with the above notice provisions. Any notice given by any other method will be deemed to have been duly given upon receipt thereof. For the purposes of the Master Agreement, "Business Day" means a day on which National City's main office is open to the public for carrying on substantially all of its banking functions, but shall not include Saturdays, Sundays, or legal holidays.

21. **Conflicts.** In the event of a conflict between the provisions of any Product Guide and these General Terms and Conditions, the provisions of the Product Guide shall prevail.
22. **Entire Agreement; Amendments.** The Master Agreement contains the entire agreement of the parties with respect to its subject matter, and no oral or prior written statements or representations not incorporated therein shall have any force or effect. Capitalized terms used in the Product Guides, and not otherwise defined, shall have the meanings set forth in these General Terms and Conditions. Except as otherwise provided in the Master Agreement, National City shall have the right to modify the Master Agreement upon at least thirty (30) days prior notice to Client. In the event performance of any Services in accordance with the terms of the Master Agreement would result in a violation of any present or future statute, regulation, or government policy to which National City is subject, and which governs or affects the transactions contemplated by the Master Agreement, then the Master Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and National City shall incur no liability to Client as a result thereof. The Master Agreement shall be binding upon and inure to the benefit of National City and Client and their respective legal representatives, successors, and permitted assigns.
23. **Waiver.** The failure of either party at any time to require performance by the other party of any provision of the Master Agreement shall not affect in any way the full right to require performance at any subsequent time. Any waiver by either party of the breach of any provision of the Master Agreement shall be in writing and shall not operate as or be construed to be a waiver of any other breach of the provision or of any breach of any other provision of the Master Agreement. No course of dealing or performance shall be deemed to amend or otherwise affect any provision of the Master Agreement.
24. **Severability.** If any provision of the Master Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of the Master Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal, or unenforceable provision were not contained herein.
25. **No Third Party Beneficiaries.** The Master Agreement is entered into for the sole and exclusive benefit of the parties hereto. Nothing in the Master Agreement shall be construed to grant any person other than the parties hereto, and their respective successors and permitted assigns, any right, remedy, or claim under or with respect to the Master Agreement or any provision hereof. Client shall reimburse and indemnify National City and hold National City harmless from and against any and all losses, damages, expenses (including reasonable attorneys' fees), fines, and penalties arising from, and shall defend National City in connection with, any and all claims, actions, and suits brought by third parties in connection with any of the Services provided to Client, except to the extent that the basis for such claim, action, or suit is National City's bad faith or willful misconduct.

- 26. **Subsidiaries.** If Client is entering into the Master Agreement for the purpose of obtaining Services for itself and for its various subsidiaries and affiliates, as they exist from time to time (collectively, the "Subsidiaries"), Client represents that it is authorized to enter into the Master Agreement on behalf of the Subsidiaries, Client makes the representations set forth in paragraph 2 above with respect to each of the Subsidiaries, and Client shall be solely responsible to ensure that the use of the Services by each of the Subsidiaries complies with the Master Agreement. Client's obligations hereunder may be performed by any one or more of the Subsidiaries, and Client agrees that Client will be fully responsible for the actions and omissions of any of the Subsidiaries to the same extent as if such actions or omissions were those of Client itself. Client shall reimburse and indemnify National City and hold National City harmless from and against any and all losses, damages, expenses (including reasonable attorneys' fees), fines, and penalties arising from National City's reliance on the representations made in this paragraph.

- 27. **Governing Law; Jury Trial Waiver.** The Master Agreement and the rights, duties, and obligations of National City and Client hereunder shall be governed by the laws of the State of Ohio. In addition, all wire transfer requests, and amendments and/or cancellations of such requests, communicated to National City in the name of Client shall also be subject, where applicable, to Subpart B of Regulation J, 12 CFR Part 210, issued by the Board of Governors of the Federal Reserve System, as modified from time to time. NATIONAL CITY AND CLIENT EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF THE ACTION.

- 28. **Counterparts.** The Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the Master Agreement to be duly executed, and each of the undersigned hereby warrants and represents that he or she has been and is, on the date of the Master Agreement, duly authorized by all necessary and appropriate action to execute the Master Agreement.

NATIONAL CITY BANK

By: _____
 (Sole Owner or Authorized Signer
 for Treasury Management Services)

By: _____
 (Authorized Signer)

 (Printed Name)

 (Printed Name)

Title: _____

Title: _____

National City.

ENTERPRISE AUTHENTICATION SERVICE (EAS) SETUP FORM

BANK INFORMATION

Submitted by _____ Phone _____ Bank Name## _____
 TM Sales Officer _____ Phone _____ Effective Date _____

APPLICATIONS (Check all those that apply)

- ARC (WEB Access & CD-ROM)
 ARC (CD-ROM only)
 ARC (WEB Access only)
 Letters of Credit (Web)
 Returned Check Management Services (RCMS)
 Check Management
 Global Information Reporting (GIR)
 ACH (WEB Access only)

Is dual approval required for administrative functions in Check Management or GIR? Yes No
 (If yes, two administrators must be provided below.)

CLIENT INFORMATION

Parent Co Name* Town of Lake Park New Existing "w" Number
 *Parent Co. Name should match name associated with "w" number
 Client Name
 (if different from above) _____ New Existing Tiger ID (LC only)
 Billing Account Number _____ Billing Bank Name & Number _____

SECURITY ADMINISTRATOR INFORMATION (Please type the information in this section)

SECURITY ADMINISTRATOR 1 Add Delete Change

To simplify navigation, National City recommends utilizing the same user ID for all treasury management web-based applications.

Existing User ID? Yes Current ID: NCC Standard ID (1st initial last name, 6-8 alpha/numeric, no spaces)
 No Custom ID (6-8 alpha/numeric, no spaces)
 (Select One)

Name: First: _____ Last: _____
 Phone #: _____ Fax #: _____ E-mail: _____
 Address: _____
 Security Administrator 1 Signature: _____

SECURITY ADMINISTRATOR 2 Add Delete Change

To simplify navigation, National City recommends utilizing the same user ID for all treasury management web-based applications.

Existing user ID? Yes Current ID: NCC Standard ID (1st initial last name, 6-8 alpha/numeric, no spaces)
 No Custom ID (6-8 alpha/numeric, no spaces)
 (Select Option)

Name: First _____ Last: _____
 Phone #: _____ Fax #: _____ E-mail: _____
 Address: _____
 Security Administrator 2 Signature: _____

APPROVAL

 (Sole Owner or Authorized Signer for Treasury Management Services)

Town of Lake Park
 Parent Co. Name

Printed Name

Title

Date

DISTRIBUTION: Original – TM Client File

cc - TMTS, Loc. #50 K-A12-17

EWOPS USE ONLY

For Web-based Letters of Credit only, add NCCADMIN and Password

WEB ACH PROFILE

CLIENT INFORMATION

Funding Type:
 New Client
(submit EAS form to obtain "W" number)
 Existing Client W/ number _____
 Internal National City Department
 Delete Client

Client Name: Town of Lake Park
(Max 35 characters - no punctuation)
 Client Address: _____
 Client Telephone: _____

Contact Name: _____
 Telephone: _____
 Email: _____

NATIONAL CITY TREASURY MANAGEMENT CONTACT

Treasury Management Officer Name: _____ Telephone Number: _____
 Completed By: _____ Telephone Number: _____

EW INFORMATION

Immediate Origin ID: 9900000
 Internal Department Immediate Origin ID: 8900000035
 Immediate Destination ID: _____
 Immediate Destination ID: 041203895
 Originating Bank ID: _____
 Originating Bank ID: 041203895
 Security Admin 1: _____
 Security Admin 2: _____

ACH INFORMATION

ACH Company Name: _____
(Maximum 16 characters - no punctuation)
 ACH Company ID Number: 1
(use tax id number - 10 digits)
 External Transaction Settlement
 ACH Settlement Number: _____
 ACH Settlement R&T: _____
 Reject/Returns Account Number: _____
 Reject/Returns R&T: _____
(must match Settlement R&T)
 Returns Reporting Options:
 Mail Web (GIR)
 Fax-Phone: _____
 Fax-Contact Name: _____

ACH SPECIAL PROCESSING OPTIONS

Redistribution of Debit Returns
 Non-sufficient funds (R01)
 Uncollected funds (R09)
 Automatic Disposition of Late Returns
 3 Business Days (standard)
 More than 3 Business Days - Number of days: _____
 Warehouse Days
 45 Days (standard)
 More than 45 Days - Number of days: _____

RISK LIMITS - MUST ATTACH RISK APPROVAL FORM

New RMI (assigned by ACH Operations)
 Existing RMI: _____
 Master Risk Company Name: _____
 Master Risk Account Number: _____
 Ongoing Line of Business: _____
 Approved Credit Risk Limit: _____
 Approved Debit Risk Limit: _____
 Change to current limit

BILLING INFORMATION

CAIMS account number: _____
 Change To: _____
 ABA: _____

ACH INTERNAL ACCOUNT TRANSFERS (must use National City DDA account numbers) **No client authorization or risk approval required**

Account Transfers	ADD	MOD	DEL	Account Name (Max 35 characters)	Account Number	ABA	Type	To (CRT)	From (DBT)
<input type="checkbox"/> ATR (Entry Description = AOCT_TRANS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Master Company				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Reject/Returns/Settlement Account Number:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Reject/Returns Routing & Transit Number:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	

ACH CRUID SUPPORT APPLICATIONS

Action	Application Name / Entry Desc / App ID	Action	Application Name / Entry Desc / App ID	Action	Application Name / Entry Desc / App ID
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:
	User Defined Entry Desc:		User Defined Entry Desc:		User Defined Entry Desc:

CLIENT AUTHORIZATION (as designated on Certified Treasury Management Resolutions/Authorization)

Printed Name: _____ Title: _____ Date: _____

Signature: _____

ACH USE ONLY: _____

Point Name: _____ Application Name: _____

Setup By: _____ Date: _____ Verified By: _____ Type Name: _____

Distribution: Treasury Management Client Services, LC 50KA1217

RESOLUTION NO. 35-04-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE DOCUMENTS DESIGNATING NATIONAL CITY CORPORATION AS THE TOWN'S DESIGNATED DEPOSITORY WITH REGARD TO THE TOWN'S BANK ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, National City Corporation has purchased Fidelity Federal Bank & Trust; and

WHEREAS, Fidelity Federal Bank & Trust was the Town of Lake Park's (Town) designated depository for the Town's bank accounts; and

WHEREAS, the Town Commission has determined that it wants National City Corporation to be the depository with respect to its bank accounts; and

WHEREAS, the Town is required to enter into a Master Treasury Management Services Agreement (Agreement) with National City Corporation so that this Bank may act as the Town's financial institution; and

WHEREAS, the terms and conditions of the Agreement between the Town and National City Bank are set forth in **Exhibit "A"** a copy of which is attached hereto and incorporated herein.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement attached hereto and incorporated herein as **Exhibit "A"** and all other documents which may be necessary to designate National City Corporation as the depository for the Town's bank accounts.

Section 3. This Resolution shall be effective upon adoption.

TAB 7

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

Meeting Date: April 18, 2007

Agenda Item No. *Tab 7*

- | | |
|--|--|
| <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: Town Volunteer Dinner

RECOMMENDED MOTION/ACTION: Propose to have the Town of Lake Park Volunteer Dinner in the Mirror Ballroom on either Monday, May 14, or Friday, May 18, 2007.

Approved by Town Manager *W.D. Davis* **Date:** *4/13/07*
Union Mendez *4/13/07*
 Name/Title Date of Actual Submittal

Originating Department:	Costs: \$ 2,000. Funding Source: Commission Acct. # 100-48000	Attachments: Memo.
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>vm</i> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Attached is the list of Volunteers that served the Town of Lake Park in 2006. If any additional individuals or groups should be invited please notify the Town Clerk. Invitation will be mailed on Friday, April 27, 2007.

2006 Town Board Members

Board	Name of Board Member
CRA	Christiane Francois
	Michelle McKenzie-Suiter
Code Compliance	DuBois, Desca
	Burse, Barbara
	Maibach, Robin
	Doughty, Genanne
Library Board	Braun, Peter
	Colgan, Lisa
	Fullerton, Alice
	Lewis, Antony
	Sibley, Joseph
Planning & Zoning	Blakely, Jeff
	DuBois, James
	Longtin, Jeanine
	Munroe, Diane
	Dry, Todd
	Stevens, Tim
	Scheihing, Michael
	McConville, Edie
LP Retired Police Pension	Slay, Joby
Harbor Marina	Allen, Kelleen
	Branyan, Janice
	Cohen, Ronnie Lee
	Lloyd, James
	McDow, William
	Small, Ernie
	Wexler, Joseph
C.O.P	
Friends of the Library	
Historical Society	
Community Watch	

TAB 8

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

Meeting Date: April 18, 2007

Agenda Item No. *Tab 8*

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

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

SUBJECT: Town Manager Performance Appraisal Instrument and Development of Performance Goals and Objectives

RECOMMENDED MOTION/ACTION: That the Commission and Town Manager mutually develop a performance appraisal instrument and mutually establish goals and performance objects for the period of February 1, 2007 to February 1, 2008.

Approved by Town Manager *[Signature]* Date: *4/9/07*

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

Summary Explanation/Background: The purpose of this agenda item is to comply with the Commission's desire to properly evaluate the performance of the Town Manager as outlined in the Manager's Employment Agreement. Section 8 of the Agreement requires that the Town Manager be evaluated six months from the effective date of the Agreement. It also provides that the initial goals and performance objectives be established with 120 days after commencement of the Town Manager's Employment.

For the convenience of the Commission, a "sample" performance evaluation instrument and a listing of the Manager's goals that was presented at the Commission's Priority Workshop on March 28th, 2007 are attached for your deliberation and discussion with the Manager.



Town of Lake Park

PERFORMANCE EVALUATION FORM

TOWN MANAGER

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provides for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments.

TOWN MANAGER

Evaluator

EVALUATION PERIOD

Date

EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
1	Ineffective	Clearly and consistently fails to meet standards of work performance.

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- _____ Maintains open and informative communications with the City Commission
- _____ Knowledgeable of current developments affecting the local government management field.
- _____ Effectively implements and enforces Town policies and procedures
- _____ Demonstrates a capacity for innovation and creativity

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS (Continued)

- ___ Anticipates problems and develops effective approaches for solving them.
- ___ Maintains a work atmosphere conducive to productivity and efficiency
- ___ Takes responsibility for staff actions.
- ___ Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- ___ Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- ___ Properly controls the Town's operational and functional activities and motivates others to maximum performance
- ___ Effectively recruits professional staff

COMMENTS:

2. FISCAL MANAGEMENT

- ___ Possesses knowledge of governmental accounting/budget procedures
- ___ Prepares a balanced budget to provide services at a level directed by the Town Commission
- ___ Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- ___ Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- ___ Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- ___ Expenditures are made within budget limitations according to established policy

COMMENTS:

3. PERSONAL SKILLS/COMMUNICATIONS

- ___ Willing to commit time necessary to complete required tasks
- ___ Demonstrates high concern for ethical behavior
- ___ Skillful in verbal communication
- ___ Skillful in written communication
- ___ Informs the Commission of current issues and administrative developments
- ___ Encourages a positive attitude regarding the Town
- ___ Receptive to constructive criticism and advice
- ___ Manages stress effectively

COMMENTS:

4. RELATIONS WITH THE TOWN COMMISSION

- ___ Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- ___ Carries out the directives of the Commission as a whole, rather than those of any one member
- ___ Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- ___ Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- ___ Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

5. COMMUNITY RELATIONS

- ___ Effectively addresses and accommodates citizen complaints
- ___ Shows a sensitivity to and appreciation of diversity of the Town's population
- ___ Responsive to issues of both commercial and residential populations
- ___ Takes a "hands-on" approach when necessary
- ___ Maintains an effective working relationship with other local governments
- ___ Takes a diplomatic approach to problem solving
- ___ Projects a positive image on behalf of the Town of Lake Park
- ___ Provides management support to Town Boards

COMMENTS:

ADDITIONAL SUMMARY COMMENTS:

OVERALL RATING:

- | | |
|--------------------|--------------------------|
| 5 - Outstanding | 2 - Marginally Effective |
| 4 - Very Effective | 1 - Ineffective |
| 3 - Effective | |

EVALUATOR NAME

DATE

The Town Manager shall receive an annual merit increase upon a satisfactory performance evaluation by a majority vote of the Town Commission. The amount of said increase shall be determined by the Town Commission.

Section 7: Residency

The Town Manager shall establish residency within the Town of Lake Park within six (6) months of the effective date of this Agreement, and shall maintain residency in the Town of Lake Park throughout the initial term of this Agreement and any renewals thereafter.

Section 8: Initial Performance Review and Subsequent Annual Reviews

The Town Commission shall conduct an initial review of the performance of the Town Manager six (6) months from the effective date of this Agreement, and shall 6 (six) months thereafter conduct an annual review to evaluate the performance of the Town Manager. The annual reviews and evaluations shall be in accordance with criteria mutually developed and adopted by the Town Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Town Commission deems necessary for the proper operation of the Town and the attainment of the Town Commission's policy objectives. The Town Commission and Town Manager shall further mutually adopt and establish a relative priority among the mutually agreed goals and performance objectives. The adopted goals and objectives shall be reasonably attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided. The initial goals and performance objectives shall be established within one hundred twenty (120) days after commencement of the Town Manager's employment. The goals and objectives shall be re-established thereafter on an annual basis, within 60 days after the annual review and performance evaluation of the Town Manager.

Section 9: Hours Per Week

The Town Manager shall devote whatever time is necessary to properly perform the duties of the position; it being generally understood, however,

TOWN MANAGER GOALS

March 28, 2007 through January 30, 2008

TOP PRIORITY

- 1. Develop a strategic plan for the Town through the assistance of a consultant**

2. Revenue Enhancements:

- . Florida League of Cities Review & Analysis of Revenue**
- . Ad Valorem Tax Study**
- . Occupational License (Business Tax) Sweep Program**
- . Annexation**

2. Revenue Enhancements: (continued)

Marina:

- Patio canopy**
- Beverage service**
- Food service**
- Improve merchandise selection**
- Review per foot slip rental fees**
- Provide wireless internet**
- Install pilings**
- Promote via tournaments, festivals, etc.**

3. Enhance Communication with Residents:

. Individual mailers to residents:

- Common code enforcement violations**
- Parks and recreation programs and initiatives**
- Hurricane preparation, etc.**
- Develop a new resident package with pertinent information relating to the town.**

3. Enhance Communication with Residents (continued):

- Develop a Town Services Booklet**
- Identify additional information to be placed on the website and Channel 18.**
- Develop a questionnaire for residents to evaluate existing services and to make recommendations for improvements (strategic plan)**

4. Enhance Emergency Management

Procedures:

- Encourage County to establish the Town as a “point of distribution” for ice, water, food.**

5. Enhance the Appearance of the Landscaping:

- . Refurbish medians:
 - Park Avenue medians (6th to 10th Street).****
- . Install flowers on 10th Street, Park Avenue and Kelsey Park.**
- . Install flowers at the Marina**
- . Park maintenance.**

6. Review current Code for clarity & appropriateness to improve enforcement procedures

7. Improve broadcasting sound for Channel 18