

RESOLUTION NO. 04-01-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE PAYMENT FOR THE ABATEMENT COSTS ASSOCIATED WITH 406 EAST ILEX DRIVE IN THE TOWN OF LAKE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered pursuant to the Code Enforcement procedure in Chapter 9 of the Town of Lake Park Code of Ordinances to request that nuisance violations are abated pursuant to a Final Order Finding Violation/Order to Abate by the Special Magistrate (**Exhibit "A"**); and

WHEREAS, a Final Order Finding Violation/Order (**Exhibit "A"**) to Abate was issued to 406 East Ilex Drive ("Property") pursuant to Case No. 191100014; and

WHEREAS, give the urgent nature, the Town's Community Development Department completed the abatement on the property by using outside contractors for the outdoor storage/junk items, overgrowth, pool/pond and bees/wasp nests at a total cost of \$19,226.00 (**Exhibit "B"**), the pursuant to the Magistrate's Order authorizing the abatement; and

WHEREAS, Chapter 2 of the Town Code requires Town Commission approval for the purchase of any goods or services exceeding \$10,000; and

WHEREAS, the abatement costs for the Property (already completed and paid given their urgent nature) amounted to \$19,226.00.

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

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

Section 2. The Town Commission hereby authorized (after-the-fact) the abatement costs for 406 East Ilex Drive.

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

The foregoing Resolution was offered by Vice - Mayor Glas - Castro, who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER JOHN LINDEN	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 04-01-20 duly passed and adopted this 8 day of January, 2020.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:


BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



EXHIBIT "A"

SPECIAL MAGISTRATE
ORDER FINDING VIOLATION/ORDER TO ABATE

**TOWN OF LAKE PARK, FLORIDA
CODE COMPLIANCE DIVISION**

Case No. 19100014

TOWN OF LAKE PARK, FLORIDA

Petitioner,

v.



**MARYANNE BECKMAN EST/ URBAN FINANCIAL OF AMERICA LLC/FINANCE OF AMERICA
REVERSE, LLC**

PCN: 36-43-42-20-02-101-0071

Respondent

ORDER FINDING VIOLATION/ORDER TO ABATE

THIS CAUSE, having come before the Special Magistrate for the Town of Lake Park, Florida, on **November 7, 2019**, and the Special Magistrate having heard the testimony of the Parties, and having considered the evidence presented by the Parties; and having been fully apprised of the circumstances, does hereby find as follows:

FINDINGS OF FACT

The Respondent is the owner of the real property located at **406 E. ILEX DRIVE, LAKE PARK, FL, 33403** ("Property"), and which is legally described as follows: **LAKE PARK PLAT OF BLKS 32-A, 53-A, 87, 101, 101-A, 107 & 107-A E 45 FT OF G & LT H BLK 101**

A Town of Lake Park Code Compliance Officer conducted a personal inspection of the Property on **10/23/2019** and determined that violations of the Town of Lake Park Code of Ordinances, as charged in the Notice of Violation, existed on the Property. The Respondent was given a reasonable time in which to correct the violation, but failed to comply within the allotted time period. As of the date of this Order, the Property remains in violation.

CONCLUSIONS OF LAW

The Findings of Fact support, by a preponderance of the evidence that the Respondent has violated **Sections 10-32; 16-2; 26-5; 54-131; 54-154; 54-155; 54-74; 68-3; 78-113 and 78-115 of the Town of Lake Park Code of Ordinances** as charged in the Notice of Violation issued in this case. The Town of Lake Park is entitled to recover all costs, including attorney's fees and Special Magistrate fees, incurred in successfully prosecuting this action.

IT IS HEREBY ORDERED that the Respondent shall comply with **Sections 10-32; 16-2; 26-5; 54-131; 54-154; 54-155; 54-74; 68-3; 78-113 and 78-115 of the Town of Lake Park Code of Ordinances** as charged in the Notice of Violation, as follows:

COMPLIANCE DATE:

On or before Nov 8th @ 8AM, 2019, the Respondent shall come into compliance with Sections 10-32; 16-2; 26-5; 54-131; 54-74; 68-3 and 78-113 of the Town of Lake Park Code of Ordinances, as charged in the Notice of Violation in this case. If the Respondent fails to comply by the Compliance Date specified herein, the Town may enter upon the property and abate the nuisances and place an Assessment Lien on said property for all costs associated with abating the nuisance.

On or before December 2nd, 2019, the Respondent shall come into compliance with Sections 54-154; 54-155 and 78-115 of the Town of Lake Park Code of Ordinances of the Town of Lake Park Code of Ordinances, as charged in the Notice of Violation in this case. If the Respondent fails to comply by the Compliance Date specified herein, a fine in the amount of \$ 150.00 per day is hereby imposed for each and every day of non-compliance.

Pursuant to Chapter 162, Florida Statutes, if the fines are not paid by the date specified herein, a certified copy of this Order shall be recorded in the Public Records of Palm Beach County, Florida, and shall constitute a lien against the Property upon which the violation exists, and any other real or personal property owned by the Respondent. In addition, a recorded copy of this Order shall constitute notice that the findings contained herein are binding any subsequent purchasers, successors-in-interest, or assigns of the Respondent.

The Respondent may submit a written request for a hearing to challenge the fine imposed by this Order within 15 days from the date of this Order. If a hearing challenging the amount of the fine assessed is requested testimony as to the existence of the violation is not permitted; rather the hearing is limited to the amount of the fine and costs assessed by this Order, and why a lien to recover the fines and costs should not have been authorized by this Order. The Respondent shall bear the burden of demonstrating why the fines and costs assessed herein should not constitute a Final Order Assessing Fine and authorizing the imposition of a Lien against the property. If the Respondent fails to timely make such a request, and the violation remains, the Order shall be constitute a FINAL ORDER ASSESSING A FINE, the Town may record a Certified Copy of the Order in the Public Records of Palm Beach County, Florida, which shall constitute a lien against the

Respondent's real and/or personal property and any other real or personal property owned by the Respondent; and at any time more than THREE MONTHS after its recordation the Town is hereby authorized to foreclose on the Lien of the Town against the real and/or personal property owned by the Respondent.

IT IS FURTHER ORDERED THAT the Respondent is assessed the administrative costs of this action in the amount of **\$254.31**, as provided by law, and shall pay the same to the Town Clerk, at 535 Park Avenue, Lake Park, Florida.

Case No. 19100014
November 7, 2019

DONE AND ORDERED this 7th day of November, 2019.



Gary M. Brandenburg, Special Magistrate
Town of Lake Park, Florida

ATTEST:



VIVIAN MENDEZ,
TOWN CLERK



EXHIBIT "B"

ABATEMENT INVOICES

1-800-GOT-JUNK?

1-800-GOT-JUNK?
JUNK REMOVAL
SERVICES
1800 GOT JUNK
455 NE 5th Ave
Suite 422
Delray Beach, FL 33483

Invoice

Statement for: **Payable to** Invoice
1800 GOT JUNK
455 NE 5th Ave
Suite 422
Delray Beach, FL 33483
Project Due date
1800 GOT JUNK
11/15/2019

Description	Qty	Unit price	Total price
Junk Removal 11/12/2019			\$5,344.00
Negotiated Discount 11/12/2019			-\$824.00
Junk Removal 11/19/2019			\$668.00
Negotiated Discount 11/19/2019			-\$103.00
Junk Removal 11/19/2019			\$148.00
PLEASE REMIT TO:		Subtotal	\$5,233.00

1800 GOT JUNK
455 NE 5th Ave
Suite 422
Delray Beach, FL 33483

\$5,233.00

1-800-GOT JUNK?

1838 S. Riverway Blvd. #100
Oak Field, NC 27041
866-992-5625
mailto:billing@1-800-gotjunk.com

Community
DEC 11 2019
Development

Invoice

Invoice for:

1838 S. Riverway Blvd.
Oak Field, NC 27041

Call from 11/12/19

Invoice Date

12/11/2019

Project

1838 S. Riverway Blvd.

Description

Dismantling and removal of deck around pond at
406 East Ilex Drive

Truckloads
Negotiated disc
Extra Labor

Qty

Unit price

Total price

1	\$750.00	\$750.00
1	\$0.00	\$0.00
1	\$0.00	\$0.00

Subtotal

\$750.00

\$750.00



CWA
LANDSCAPE ARCHITECTS
CONTRACTORS

CHRIS WAYNE AND ASSOCIATES, INC.

15863 97th Drive North
Jupiter, FL 33478
561-746-4225

19122012

Invoice

Date	Invoice #
11/25/2019	4007

Bill To
Town of Lake Park Director of Finance 535 Park Avenue Lake Park, FL 33403

Terms	Payment Due By
Due on receipt	11/25/2019

Description	Qty	Rate	Amount
Landscape Construction per Proposal No. 19-01327 - 406 E. Illex Drive.			
11/20/19 - Mowed turf, trimmed all shrubs neat and clean, removed and disposed debris legally off-site.			
9.0/Hrs Supervisor	9	50.00	450.00
9.0/Hrs (3) Laborers	9	120.00	1,080.00
Disposal fee for (2) truck loads.	2	100.00	200.00
11/22/19 - Completed mowing turf, trimming all shrubs neat and clean, removed and disposed debris legally off-site.			
8.0/Hrs Supervisor	8	50.00	400.00
8.0/Hrs (3) Laborers	8	120.00	960.00
Disposal fee for (1) truck load.	1	100.00	100.00
Materials and misc. expenses.	1	222.00	222.00
Total			\$3,412.00
Payments/Credits		\$0.00	Balance Due \$3,412.00

RECEIVED
Finance Department
NOV 27 2019
TOWN OF LAKE PARK

By accepting service of Chris Wayne and Associates, Inc. customer agrees to the following: 1) A service charge on delinquent invoices not paid within specified terms shall be \$35.00 per 30 days for up to 90 days. After 90 days legal collection efforts shall begin. For invoices due on receipt, there is a 10-day allowance from invoice date. 2) A fee of \$45.00 shall be collected on all returned check items. 3.) Customer agrees to pay all court costs, damages and attorney fees if collection efforts become necessary. 4) Regarding annual contracts, customer shall provide CWA with minimum (2) week notice and shall be charged an early termination fee in the amount of 50% of one month's service. CWA reserves the right to increase annual contract rate upon renewal up to 15% annually.

Chris Wayne and Associates, Inc.

Phone (561) 746-4225 Fax (561) 746-8991

www.chriswayneinc.com

LC26000243, U-20161

Alpine Farms, Inc.
6325 SW Gator Trail
Palm City, FL 34990
800-668-6602

Invoice



Bill To:
 Town of Lake Park
 535 Park Ave.
 Lake Park, FL. 33403

Date **Invoice #**
 11/14/2019 19-2659-7

P.O. No. **Terms** **Rep.**
 Net 30 J. T.

Job Site/Description	Amount
Bee Removal: 406 E Ilex Drive Lake Park, FL 33403	900.00

Two swarms of bees nesting in the roof on the right front side, and on the right side of the home.
 *Removal, 90 Days

Service Warranty Terms & Conditions:

Only immediate nesting area of removed swarm warranted.
 All resealing instructions must be followed or warranty will be void.

Please remit payment at your earliest convenience. Charges carried past agreed remittance will incur a 1.5% interest charge per month.

For billing related questions, please contact 772-286-3850 or email accounting@alpinefarms-bees.com

Sales Tax (6.5%)	\$0.00
Total	\$900.00
Payment	\$0.00

Balance Due **\$900.00**

We sincerely thank you for the opportunity to provide our services.

www.alpinefarms-bees.com

Alpine Farms

6325 SW Gator Trail
Palm City, FL 34990

(800) 668-6602

alpinefarms_bees@yahoo.com

www.alpinefarms-bees.com



DATE: 11-14-19

Customer <i>Town of Lake Park</i> Job Address <i>406 E Ilax Dr</i> City, State, Zip <i>Lake Park FL 33403</i> Phone <i>561-881-3321</i>	C/O Billing Address <i>538 Park Ave</i> City, State, Zip <i>Lake Park FL 33403</i> PO/WO #
PEST TYPE Honey Bees <input checked="" type="checkbox"/> Wasps <input type="checkbox"/> Yellow Jackets <input type="checkbox"/> Carpenter <input type="checkbox"/> Exclusion <input type="checkbox"/> Other <input type="checkbox"/>	
TREATMENT AREA Roof <input checked="" type="checkbox"/> Attic <input checked="" type="checkbox"/> Soffit <input checked="" type="checkbox"/> Wall <input type="checkbox"/> CBS <input type="checkbox"/> Framed <input type="checkbox"/> Mobile Home <input type="checkbox"/> Tree <input type="checkbox"/> Bush <input type="checkbox"/> Shed <input type="checkbox"/> Valve <input type="checkbox"/> Pedestal <input type="checkbox"/> Utility Pole <input type="checkbox"/> Exposed <input type="checkbox"/>	
TREATMENT METHOD Drill & Flush <input checked="" type="checkbox"/> Treatment Applied to Nesting Area <input checked="" type="checkbox"/> Nesting Material Removed Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Entry Sealed <input type="checkbox"/> Exterior Residual Applied <input checked="" type="checkbox"/> Repairs Required Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
EQUIPMENT <i>N/A</i>	ROOFER <i>N/A</i>
TECH NOTES <i>Two swarms of bees nesting in front right front and right side of house</i>	WARRANTY/REPAIR INSTRUCTIONS <i>Repair and complete seal of house necessary to prevent a recurrence</i>
SERVICE WARRANTY TERMS AND CONDITIONS Only immediate nesting area of removed swarm warranteed Prompt repairs and proper sealing required or warranty will be VOID *Repairs are Customer Responsibility*	
WARRANTY None <input type="checkbox"/> 30 Days <input type="checkbox"/> 90 Days <input checked="" type="checkbox"/> Other <input type="checkbox"/>	
NON-REMOVAL OF HONEYCOMB WARRANTY STATEMENT The most important part of any honey bee removal service is the removal of the bees, honeycomb and brood nesting. Leaving dead bees, any brood nesting, or honeycomb in place could possibly lead to numerous other problems as described below: Odors from fermenting honey, dead bees, and brood nesting left inside the structure, also flies, roaches, wax moths and small hive beetle larvae emerging 2-4 weeks after treatment. Honey that is left will begin to leak and possibly stain inner or outer walls. If you request that we only treat an interior nesting area and do not want to open the affected area to properly remove all bees, brood nesting and honeycomb, the issues described above will not be covered by the service warranty.	
Tech Signature <i>Jeff Thomas of Alpine</i> Customer Print <i>Approved by Signed Proposal</i> Customer Signature <i>I hereby acknowledge the satisfactory completion of the above described work</i>	PLEASE PAY FROM THIS INVOICE SUBTOTAL \$ <i>900.00</i> SALES TAX \$ <i>0</i> TOTAL CHARGES \$ <i>900.00</i> DATE PAID: <input checked="" type="checkbox"/> Net 30 <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card # _____

AVOID AREA OF INFESTATION FOR AT LEAST 72 HOURS DUE TO REMAINING FIELD BEES AND PERSONAL SAFETY

Thank You For Your Business!



Alpine Farms
6325 SW Gator Trail
Palm City, Florida 34990
Phone 800-668-6602
Fax 772-286-8880
www.alpinefarms-bees.com

ESTIMATE/ PROPOSAL

DATE: 11/13/2019

CUSTOMER: Town of Lake Park

OFFICE/BILLING ADDRESS: 535 Park Avenue
Lake Park, FL 33403

CONTACT: Kim Rowley **EMAIL:** krowley@lakeparkflorida.gov

PHONE: 561-881-3321

JOB LOCATION: 406 E Ilex Drive
Lake Park, FL 33403

BEE TYPE: Honeybees **STRUCTURE:** X **GROUND:** **TREE:** **OTHER:**

JOB DESCRIPTION: Two swarms of bees nesting inside single-story soffits in the front and on the right side of home. Propose to flush and treat nesting areas. Open soffits. Remove all bees and honeycomb. Treat immediate exterior to prevent re-nesting of bees. Repairs are customers responsibility.

WARRANTY: 90 Days warranty on immediate nesting area only.

SPECIAL EQUIP/INSTRUCTIONS:

ESTIMATED COST: \$900.00

Please call Alpine Farms office if you have need for any further information.

SERVICE PROVIDER: Jeff Thomas

PROPOSAL ACCEPTED BY:

SIGNATURE: Nadia Di Tommaso Alpine Farms Bees LLC
6325 SW Gator Trail
Palm City, Florida 34990
Phone 800-668-6602
Fax 772-286-8880
www.alpinefarms-bees.com **PRINT:** Nadia Di Tommaso

Please return signed acceptance by fax (772-286-8880) Thank You.

CREDIT CARD CHARGE \$250.00

INVOICE 194072138

Dated 11/8/2019

Orkin

2257 VISTA PKWY
STE 5
WEST PALM BEACH, FL 33411-2726

TOWN OF LAKE PARK COMMUNITY DEVELOPMENT DEPT.
535 PARK AVE
LAKE PARK, FL 33403-2603

Acct # 33633407

Purchase order

DESCRIPTION	INVOICE	DISCOUNT	TAX	QUANTITY	AMOUNT DUE
For service at: TOWN OF LAKE PARK 406 E ILEX DR WEST PALM BEACH, FL 33403-2606					
Specialty Pest - Odd Job-PC	\$250.00	\$0.00	\$0.00		\$0.00
Odd Job 1st Service					

Total Payment Amount: \$250.00

WASPS NEST REMOVAL

PLEASE REMIT \$0.00

Phone #: (561) 688-0449

Orkin

2257 VISTA PKWY
STE 5
WEST PALM BEACH, FL 33411-2726

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

For service at: 406 E ILEX DR WEST PALM BEACH, FL 33403-2606

Phone #: (561) 688-0449

Acct # 33633407

TOWN OF LAKE PARK COMMUNITY DEVELOPMENT DEPT.

INVOICE 194072138 Dated 11/8/2019

PLEASE REMIT \$0.00

Orkin

2170 PIEDMONT NE

Atlanta, GA 30324

TOWN OF LAKE PARK COMMUNITY DEVELOPMENT DEPT.
535 PARK AVE

LAKE PARK, FL 33403

Account # 33633407

RECEIPT As of 11/08/2019

Date	Type	Number	Invoice Name	Amount	Cash on Program	Amount	Total
11/08/2019	Mastercard	xxxx-2847	Specialty Pest - Odd Job(194072138)	250.00			250.00
RECEIPT TOTAL =						250.00	

CREDIT CARD CHARGE: \$4,381.00



1408 N Killian Dr. Ste 103
North Palm Beach, FL 33403

FL State Contractor Lic. CPC1458452

(561) 586-2815

Fax (561) 444-0276

accounting@pooldoctorpb.com
pooldoctorpb.com

PROPOSAL

Date Proposal #

10/14/2019 14225

*Alvin
Ding
Answer
10/15/19*

For your convenience, we accept the American Express® Card and other major credit cards.

Please fill in the information below

Account Number	Mo	Yr
	Expiration Date	
X Cardmember Signature	\$	Date
	Amount	

"We will meet or beat any legitimate written estimate you receive from any licensed and insured contractor"

Description	Total
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Inspection: existing pool is filled and very heavy with algae.	0.00
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To Cover Pool: Per Code Enforcement

Scope Request:

- Drain pool
- Acidwash Pool and Spa (prior to cover pool)
- Install 2x6" x 16' Pressure Treated - Weathershield Wooden Frame and Rebar Steel Mesh attached to wood frame over pool and spa
- drain pool
- assemble wood frame and attach metal mesh

(Includes: gas pump, generator for power tools, delivery of materials, labor & sales tax)

PAYMENT TO BE MADE AS FOLLOWS: 50% DEPOSIT & 50% UPON COMPLETION. ALL MATERIALS SHALL BE GUARANTEED TO BE AS SPECIFIED. ALL WORK SHALL BE COMPLETED IN A WORKMAN-LIKE MANNER, ACCORDING TO INDUSTRY STANDARDS. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AS WELL AS ANY AND ALL ALTERATIONS OF THIS PROPOSAL. ANY ADD-ONS OR ALTERATIONS ARE TO BE ATTACHED AS AN ADDENDUM AS PART OF THE ORIGINAL PROPOSAL AND ADDED TO THE ORIGINAL PROPOSAL AMOUNT. ALL AGREEMENTS ARE CONTINGENT UPON ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OFFER VALID FOR 75 DAYS.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED. ANY EQUIPMENT, MERCHANDISE OR MATERIALS DELIVERED OR INSTALLED WILL REMAIN THE PROPERTY OF POOL DOCTOR UNTIL FULL PAYMENT IS RECEIVED FROM THE ABOVE CUSTOMER.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
2601 Blainstone Road Tallahassee, FL 32399-1039
850-487-1395

4.381.00

10/23/19
** pending additional*
also for cost for other
work has

0.00

Total



(561) 586-2815

Fax (561) 444-0276

accounting@pooldoctorpb.com
pooldoctorpb.com

PROPOSAL

Date Proposal #
10/14/2019 14225

FL State Contractor Lic. CPC1458452

Name / Address

Town of Lake Park 406
406 E Ilex Dr
Lake Park, FL 33403
United States

Ship To

Town of Lake Park 406
406 E Ilex Dr
Lake Park, FL 33403
USA

For your convenience, we accept the American Express® Card and other major credit cards.
Please fill in the information below

Account Number _____	Mo _____	Yr _____
	Expiration Date	
X _____	\$ _____	Date _____
Cardmember Signature	Amount	Date

“We will meet or beat any legitimate written estimate you receive from any licensed and insured contractor”

Description	Total
-------------	-------

We accept Visa, Master Card, American Express, and Discover

Account # _____

Expiration Date Mo. ___ Year ___

Amount \$ _____

AUTHORIZED SIGNATURE(S):

Note: A 3% convenience fee is applied to credit card charges over \$5000.
Please note attached "Terms and Conditions" that are attached with this proposal/agreement and are part of this agreement. (pdf)

Contractor shall not be held liable for delay for failure to perform hereunder when such delay or failure is due to conditions beyond its control, including but not limited to delays caused by strikes, weather conditions, or inability to obtain materials. The Owner assumes all responsibility for and the costs of clearance of, or damage to anything in the area of access, whether on the Owners property or other. Contractor is not responsible for damage to such items as but not limited to curbs, sidewalks, driveways, sprinklers, patios, lawns, trees, shrubs, plants and appurtenances. Contractor shall do no planting or seeding, unless otherwise noted. Contractor shall not be responsible for damage to any part of the swimming pool or spa structure or unit, resulting from natural causes or an act of God, an/or earthquake, ground swells, inundations, ground and/or hillside motion, landslide or any natural or accidental cause or peril resulting from storms, flood, war, or riot.

Payment Receipt

Pool Doctor of the Palm Beaches
1408 N Killian Dr. Ste #103
West Palm Beach, FL 33403

Received From:

Town of Lake Park 406, [593270]
Town of Lake Park 406
406 E Il ex Dr
Lake Park, FL 33403

Date Received	12/04/2019	Payment Amount	\$2,190.50
Payment Method	Master Card		
Check/Ref. No.			

Invoices Paid

<u>Date</u>	<u>Number</u>	<u>Amount Applied</u>
12/04/2019	103383	-\$2,190.50

Payment Receipt

Pool Doctor of the Palm Beaches
1408 N Killian Dr. Ste #103
West Palm Beach, FL 33403

Received From:
Town of Lake Park 406, [593270]
Town of Lake Park 406
406 E Ilex Dr
Lake Park, FL 33403

Date Received	12/06/2019	Payment Amount	\$2,190.50
Payment Method	Master Card		
Check/Ref. No.	inv: 103383		

Invoices Paid

<u>Date</u>	<u>Number</u>	<u>Amount Applied</u>
12/04/2019	103383	-\$2,190.50

CREDIT CARD CHARGE: \$4,300.00



1408 N Killian Dr. Ste 103
North Palm Beach, FL 33403

FL State Contractor Lic. CPC1458452

(561) 586-2815

Fax (561) 444-0276

accounting@pooldoctorpb.com
pooldoctorpb.com

PROPOSAL

Date Proposal #

10/24/2019 14260

Name / Address	Ship To
Town of Lake Park 406 406 E Ilex Dr Lake Park, FL 33403 United States	Town of Lake Park 406 406 E Ilex Dr Lake Park, FL 33403 USA

For your convenience, we accept the American Express® Card and other major credit cards.
Please fill in the information below

Account Number _____ Mo _____ Yr _____
Expiration Date

X _____ \$ _____ Date _____
Cardmember Signature Amount

"We will meet or beat any legitimate written estimate you receive from any licensed and insured contractor"

Description	Total
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Per request by Town of Lake Park to cover existing pond on property. Noted this is a larger area than pool.	0.00
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To Cover Pond: Per Code Enforcement	4,300.00
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Note: Landscape around this area is to be removed prior to for access.

Scope Request:

- Install 2x6" x 16' Pressure Treated - Weathershield Wooden Frame and Rebar Steel Mesh attached to wood frame over pool and spa
- drain pool
- assemble wood frame and attach metal mesh

(Includes: generator for power tools, delivery of materials, labor & sales tax)

PAYMENT TO BE MADE AS FOLLOWS: 50% DEPOSIT & 50% UPON COMPLETION.	0.00
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ALL MATERIALS SHALL BE GUARANTEED TO BE AS SPECIFIED. ALL WORK SHALL BE COMPLETED IN A WORKMAN-LIKE MANNER, ACCORDING TO INDUSTRY STANDARDS. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AS WELL AS ANY AND ALL ALTERATIONS OF THIS PROPOSAL. ANY ADD-ONS OR ALTERATIONS ARE TO BE ATTACHED AS AN ADDENDUM AS PART OF THE ORIGINAL PROPOSAL AND ADDED TO THE ORIGINAL PROPOSAL AMOUNT. ALL AGREEMENTS ARE CONTINGENT UPON ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OFFER VALID FOR 75 DAYS.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED. ANY EQUIPMENT, MERCHANDISE OR MATERIALS DELIVERED OR INSTALLED WILL REMAIN THE PROPERTY OF POOL DOCTOR UNTIL FULL PAYMENT IS RECEIVED FROM THE ABOVE CUSTOMER.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
2601 Blairstone Road Tallahassee, FL 32399-1039
850-487-1395

Total



1408 N Killian Dr. Ste 103
North Palm Beach, FL 33403

FL State Contractor Lic. CPC1458452

(561) 586-2815

Fax (561) 444-0276

accounting@pooldoctorpb.com
pooldoctorpb.com

PROPOSAL

Date 10/24/2019
Proposal # 14260

For your convenience, we accept the American Express[®] Card and other major credit cards.

Please fill in the information below

Account Number _____ Mo _____ Yr _____
Expiration Date

X _____ \$ _____
Cardmember Signature Amount Date



Name / Address

Town of Lake Park 406
406 E ILex Dr
Lake Park, FL 33403
United States

Ship To

Town of Lake Park 406
406 E ILex Dr
Lake Park, FL 33403
USA

“We will meet or beat any legitimate written estimate you receive from any licensed and insured contractor”

Description	Total
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Per request by Town of Lake Park to cover existing pond on property. Noted this is a larger area than pool.	0.00
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To Cover Pond: Per Code Enforcement	4,300.00
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Note: Landscape around this area is to be removed prior to for access.

Scope Request:

- Install 2x6" x 16' Pressure Treated - Weathershield Wooden Frame and Rebar Steel Mesh attached to wood frame over pool and spa
- drain pool
- assemble wood frame and attach metal mesh

(Includes: generator for power tools, delivery of materials, labor & sales tax)

PAYMENT TO BE MADE AS FOLLOWS: 50% DEPOSIT & 50% UPON COMPLETION. ALL MATERIALS SHALL BE GUARANTEED TO BE AS SPECIFIED. ALL WORK SHALL BE COMPLETED IN A WORKMAN-LIKE MANNER, ACCORDING TO INDUSTRY STANDARDS. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AS WELL AS ANY AND ALL ALTERATIONS OF THIS PROPOSAL. ANY ADD-ONS OR ALTERATIONS ARE TO BE ATTACHED AS AN ADDENDUM AS PART OF THE ORIGINAL PROPOSAL AND ADDED TO THE ORIGINAL PROPOSAL AMOUNT. ALL AGREEMENTS ARE CONTINGENT UPON ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OFFER VALID FOR 75 DAYS. ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED. ANY EQUIPMENT, MERCHANDISE OR MATERIALS DELIVERED OR INSTALLED WILL REMAIN THE PROPERTY OF POOL DOCTOR UNTIL FULL PAYMENT IS RECEIVED FROM THE ABOVE CUSTOMER.	0.00
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PROPOSAL

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Account Number _____ Mo. _____ Yr. _____
Expiration Date _____

X _____ \$ _____
Cardmember Signature Amount Date

“We will meet or beat any legitimate written estimate you receive from any licensed and insured contractor”

Description	Total
-------------	-------

We accept Visa, Master Card, American Express, and Discover

Account # _____

Expiration Date Mo. ____ Year ____

Amount \$ _____

AUTHORIZED SIGNATURE(S):

Note: A 3% convenience fee is applied to credit card charges over \$5000.
Please note attached "Terms and Conditions" that are attached with this proposal/agreement and are part of this agreement. (pdf)

Contractor shall not be held liable for delay for failure to perform hereunder when such delay or failure is due to conditions beyond its control, including but not limited to delays caused by strikes, weather conditions, or inability to obtain materials. The Owner assumes all responsibility for and the costs of clearance of, or damage to anything in the area of access, whether on the Owners property or other. Contractor is not responsible for damage to such items as but not limited to curbs, sidewalks, driveways, sprinklers, patios, lawns, trees, shrubs, plants and appurtenances. Contractor shall do no planting or seeding, unless otherwise noted. Contractor shall not be responsible for damage to any part of the swimming pool or spa structure or unit, resulting from natural causes or an act of God, an/or earthquake, ground swells, inundations, ground and/or hillside motion, landslide or any natural or accidental cause or peril resulting from storms, flood, war, or riot.

Total \$4,300.00