

RESOLUTION NO. 21-05-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COST SHARING CONTRACT WITH CEMEX CONSTRUCTION MATERIALS, LLC. FOR THE PROVISION OF ROADWAY REPAIRS TO RAILROAD AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town has previously entered into a contract with J.W. Cheatham, LLC for roadway repairs to Watertower Road, Railroad Avenue and Greenbriar Ct.; and

WHEREAS, Cemex Construction Materials, LLC has agreed to pay the Town half of \$49,195.50, representing the total cost of the contract with J.W. Cheatham, LLC for the repairs to Railroad Avenue; and

WHEREAS, Railroad Avenue is a roadway that provides direct access to Cemex's business; and

WHEREAS, the Town Commission has determined that Cemex's proposal to pay half of the cost of the contract (\$24,597.75) with J.W. Cheatham, LLC to be acceptable; and

WHEREAS, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute the cost sharing contract with Cemex.

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

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the cost sharing contract with Cemex Construction Materials, LLC. A copy of the contract is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Flaherty 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 ANNE LYNCH	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 21-05-18 duly passed and adopted this 2 day of May, 2018.

TOWN OF LAKE PARK, FLORIDA

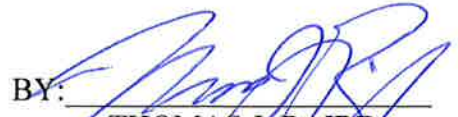
BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**COST SHARING CONTRACT BETWEEN THE
TOWN OF LAKE PARK AND CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC**

THIS COST SHARING CONTRACT (Contract), made this 12 day of April, 2018, by and between the Town of Lake Park, a municipal corporation of the State of Florida, (hereinafter Town), and CEMEX Construction Materials Florida, LLC, whose principal place of business is 1501 Belvedere Road, West Palm Beach, FL 33406, (hereinafter "Cemex").

WITNESSETH THAT:

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

WHEREAS, the Town is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town has previously entered into a contract with J.W. Cheatham, LLC for roadway repairs to Watertower Road, Railroad Avenue and Greenbriar Ct.; and

WHEREAS, Cemex has agreed to pay the Town half of \$49,195.50, representing the total cost of the contract with J.W. Cheatham, LLC for the repairs to Railroad Avenue; and

WHEREAS, Railroad Avenue is a roadway that provides direct access to Cemex' business; and

WHEREAS, the Town Commission has determined that Cemex' proposal to pay half of the cost of the contract (\$24,597.75) with J.W. Cheatham, LLC to be acceptable; and

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

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

Section 2. Reimbursement. Cemex hereby agrees to reimburse the Town \$24,597.75 on or before the first business day of the third month following the Town's receipt of copies of date stamped invoices from J.W. Cheatham, representing half of the Town's total cost of its contract with J.W. Cheatham, LLC.

Section 3. Nonpayment. In the event Cemex does not reimburse the Town \$24,597.75 on or before the first business day of the third month following the Town's receipt of the date stamped invoices, interest at 1% of any unpaid balance shall begin

WITNESS:

[Signature]
[Signature]

State of Florida
County of Palm Beach

CEMEX USA

By: [Signature]

Its: Cemex Construction Materials F, LLC

On this the 12th day of April 2018, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of corporate officer), Scott Morgan (title), of Cemex, a Florida corporation, on behalf of the corporation.

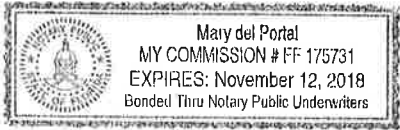
WITNESS my hand
and official seal

[Signature]

Notary Public, State of Florida

- Personally known to me, or
- Produced identification:

(type of identification produced)



to accrue on a monthly basis, and shall be added to the account balance. Payments made on past due invoices shall be applied first to the oldest outstanding invoice.

Section 4. Entire Agreement. This Contract represents the entire agreement between the Town and Cemex, and there are no promises or understandings other than those stated herein.

Section 5. Governing Law and Venue. This Contract and all actions or transactions contemplated by it shall be governed by and construed and enforced with the laws of the state of Florida. Venue for any state or federal claims shall be in Palm Beach County.

Section 6. Severability. If any part of this Contract is contrary to, prohibited by or deemed invalid under applicable law or regulation, or by a court of competent jurisdiction then such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

Section 7. Headings. The headings contained in this Contract are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract

Section 8. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 9. Amendments. Any changes or amendments of any kind to this Contract shall be made in writing and executed by both parties. No party shall have the right to unilaterally make any change to the Contract.


IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this contract.

TOWN OF LAKE PARK, FLORIDA



Michael O'Rourke, Mayor

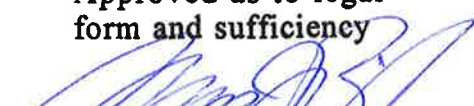
ATTEST:



Vivian Mendez, Town Clerk



Approved as to legal
form and sufficiency



Town Attorney