

RESOLUTION NO. 90-12-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2018-2019 AS PREVIOUSLY ADOPTED BY RESOLUTION 62-09-18; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2018 and ending September 30, 2019; and

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

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 61-09-18 a final millage rate for Fiscal Year 2018-2019; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2018-2019, which was adopted by Resolution 62-09-18.

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

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

Section 2. An amended final budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Budget Adjustment Itemization (Attachment A).

Section 3. The Town Manager is hereby authorized to amend/transfer between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Flaherty who moved its adoption. The motion was seconded by Commissioner Michaud 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. 90-12-18 duly passed and adopted this 5 day of December, 2018.

TOWN OF LAKE PARK, FLORIDA

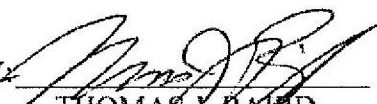
BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

Attachment A

The staff recommends adjusting the following budgeted accounts:

Item	Account Number	Adjustment
Contractual Services	406-34000	\$9,200
Contingency	900-99901	(\$9,200)
Total Net Change to Fiscal Year 2018/2019 Budget		\$ -0-



CONSTRUCTION PROPOSAL

OVERVIEW

Chris Wayne and Associates, Inc., herein referred to as CWA, offers to provide The Town of Lake Park, 535 Park Avenue, Lake Park, FL 33403, herein referred to as CLIENT, construction services as outlined below, herein referred to as WORK. Additional services shall be provided as mutually agreed upon.

WORK

Provide all delivery, labor, equipment and materials necessary to install and repair the following at the Kelsey Park Fountain.

Description	Qty	Unit	Unit Price	Total
Dismantle lion fountain structure and store on-site, repair plumbing and reinstall. (see Note 1)	1	LS	\$2,900.00	\$2,900.00
Leak detection on entire pool and plumbing.	1	LS	\$1,000.00	\$1,000.00
Repairs necessary from leak detection, repair jets.				T.B.D.
Remove existing tile, paint and waterproof surface from interior of pool. Install Black Onyx Diamond Bright Finish on pool bottom and up the wall's to 6" below cap install 6" water line tile. 3 rows of 2" x 2" tiles or 2 rows of 3" x 3", Color: Kobalt Blue. Option 1: Row 6" Deco Tile. Add \$500.00.	1	LS	\$4,800.00	\$4,800.00
Replace Hayward filter.	1	LS	\$500.00	\$500.00
Install Dwarf Bougainville to outer ring of fountain to help prevent people from bathing in fountain.				T.B.D.
			Total	\$9,200.00

Note 1: Due to the age and the condition of the fountain, CWA shall not be responsible for damage caused to the fountain during the dismantling or the reassembling of the fountain. CWA shall be as diligent as possible in the handling of the fountain carefully and using all precautions available to protect the condition of the fountain.

ADDITIONAL SERVICES:

- All irrigation work, other than proposed herein, shall be considered additional services and shall be billed at a rate of \$65.00/hr. per technician, and \$40.00/hr per irrigation laborer plus materials.
- Cost for preparation of permit applications and permit fees are not included in this proposal.
- Fill shall be charged at a rate of \$75.00 per cubic yard installed. Topsoil at a rate of \$90.00 per cubic yard installed. Potting mix at a rate of \$100.00 per cubic yard installed.
- All labor and materials, other than proposed herein, shall be considered additional services and shall be billed at a rate of \$65.00/hr. per supervisor, and \$40.00/hr. per laborer plus materials.

Chris Wayne and Associates, Inc.

15863 97th Drive North, Jupiter, FL 33478
Phone: 561-746-4225 • Fax: 561-746-8991
chris@chriswayneinc.com
LC26000243 • U-20161



SCHEDULE

WORK shall be completed within 60 business days upon CWA's receipt of notice to proceed and signed proposal.

COMPENSATION

CLIENT shall pay CWA as billed, and in accordance with this proposal for all WORK completed and materials stored. Plus any additional service costs upon completion of WORK.

WARRANTY

CWA warrants WORK, for a period of 90 days from date of final acceptance against all material and workmanship defects. Warranty does not cover damage to WORK from fire, acts of God, or negligence by others.

Respectfully Submitted,

Christopher W. Dellago, RLA
President, CEO
Chris Wayne and Associates, Inc.

Date: 11/9/18

Accepted,

Client Signature 12/10/2018
ACTING TOWN MGR.

Date: December 5, 2018

Print Name and Address:

John D'Agostino
535 Park Ave
Lake Park, FL 33403

Phone & Fax Number:

tel. 881-3300 (F) 561-881-3314

Email: jdagostino@lakeparkflorida.gov

TERMS

All terms and conditions of this proposal are good for 30 days. After 30 days Chris Wayne and Associates, Inc. reserves the right to review and make necessary changes. Price may or may not change. In reference to the term 'days', days shall be calculated as business days, not including national observed holidays. Proposal is for Services described above. Any additional work shown on plan or not listed in this proposal shall not be the responsibility of Chris Wayne and Associates, Inc. unless mutually agreed upon in writing.

By accepting service of Chris Wayne and Associates, Inc. client 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 one month's service. CWA reserves the right to increase annual contract rate upon renewal up to 15% annually.

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