



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, May 15, 2019, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, May 15, 2019 at 6:30 p.m. Present were Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, Roger Michaud, Town Manager John O. D’Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Mayor O’Rourke arrived at 6:50 p.m.

Town Clerk Mendez performed the roll call and Vice-Mayor Glas-Castro led the pledge of allegiance.

**SPECIAL PRESENTATIONS/REPORTS:**

**1. Presentation of Master Municipal Clerk Designation and Pin to Town Clerk.**

Town Manager D’Agostino introduced Ms. Lakisha Burch, Town Clerk, Town of Loxahatchee Groves, Southeast District Director, Florida Association of City Clerks. Ms. Burch presented a Master of Municipal Clerk Designation to Town Clerk Vivian Mendez. Town Manager D’Agostino congratulated Town Clerk Mendez, and expressed his excitement and gratitude for her accomplishments.

**PUBLIC COMMENT:**

None

**CONSENT AGENDA:**

- 2. Regular Commission Meeting Minutes of April 17, 2019**
- 3. Marina Site Tour Workshop Minutes of April 27, 2019**
- 4. Lake Shore Drive Drainage Workshop Minutes of April 29, 2019**
- 5. Regular Commission Meeting Minutes of May 1, 2019**
- 6. Total Expense of the 2019 Municipal Election.**

**Motion: Commissioner Flaherty moved to approve the Consent Agenda; Commissioner Michaud seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke			Absent

Motion passed 5-0.

**PUBLIC HEARING(S) – ORDINANCE ON FIRST READING: None**

**PUBLIC HEARING(S) – ORDINANCE ON SECOND READING: None**

**OLD BUSINESS: None**

**NEW BUSINESS:**

**7. Authorizing the Town Attorney to create a Resolution and the Mayor to execute the Resolution Awarding a Community Beautification Improvement Grant Award in the Amount not to exceed \$13,080.00.**

Town Manager D’Agostino explained the item (see Exhibit “A”). Commissioner Linden asked for clarification regarding contract estimates within Exhibit “A”. Community Development Director Nadia DiTommaso explained that the homeowner had requested assistance in the amount of \$13,080.00, and that the contractor had not been selected. Commissioner Linden explained that only one contractor included specifications for ceiling dry-wall repairs. Community Development Director DiTommaso explained that very few contractors were detailed but all were aware of the necessary repairs. Commissioner Michaud asked Community Development Director DiTommaso if she would be a part of the selection and screening process. Community Development Director DiTommaso answered, “Yes”, and explained that the Town would ensure that the contractor was properly registered and licensed. Commissioner Linden asked for clarification regarding the second mortgage and promissory note, specifically if there was a second mortgage on the property. Community Development Director DiTommaso explained that she was uncertain if the second mortgage would affect the proposed agreement. Town Attorney Baird explained that second mortgage would affect the proposed agreement. Town Attorney Baird explained that he had not reviewed the agenda item, and that it would not be in the best interest of the Commission approve a resolution that had not been presented before them. Community Development Director DiTommaso explained that the Resolution was excluded from the agenda item because it contained confidential information. She asked if a redacted version of the proposed resolution would suffice. Town Attorney Baird explained that documents could be redacted if subject to a public records exemption. Vice-Mayor Glas-Castro suggested that Town Attorney Baird review the proposed Resolution, Mortgage Agreement, and Promissory Note.

**Per Consensus, the proposed Resolution, Mortgage Agreement and Promissory Note will appear on the Consent Agenda of the June 5, 2019 Regular Commission Meeting.**

**8. Resolution No. 41-05-19 Authorizing and Directing the Town Manager to Procure One Additional Leased Car from Enterprise Fleet Management, Pursuant to the Town’s Contract with Enterprise Fleet Management.**

Town Manager D’Agostino explained that the Town of Lake Park had employed a third Code Enforcement Officer within the Community Development Department. He explained that the vehicle was necessary for the completion of the Code Enforcement Officers duties and responsibilities.

**Motion: Commissioner Michaud moved to approve Resolution No. 41-05-19; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**9. Resolution No. 42-05-19 Establishing a Stormwater Policy Steering Committee.**

Town Manager D'Agostino explained the item. He informed that "the proposed committee is a five-member committee, constituted by the following: 1)Town Manager; 2) Technical Public Works Professional of Land Use Planner from Town Staff; 3) two residents; and 4) one professional engineering consultant or a Certified Floodplain Manager (CFM) employed by a company with a continuing services contract with the Town." Mayor O'Rourke questioned if the Committee would report to the Town Commission and subjected to the State of Florida Sunshine Laws. Town Manager D'Agostino answered, "Yes". Vice-Mayor Glas-Castro questioned the meeting schedule of the Committee. Town Manager D'Agostino explained that the Committee would initially convene on a monthly basis, and eventually as needed in the future. Vice-Mayor Glas-Castro questioned if notices would be sent to property owners. Public Works Director Richard Scherle explained that the Committee would be in action at least until the completion of the Stormwater Master Plan. He explained thereafter the Commission would determine whether or not to sunset the Committee. He explained that public notices would be provided as they are currently noticed for all Town Meetings. He explained that the Committee would be subject to the State of Florida Sunshine Laws, and that meeting minutes would be transcribed. Raul Mercado, Water Resources Management Associates, Inc. explained his involvement and elaborated on the importance of establishing the Stormwater Policy Steering Committee and Floodplain Management Steering Committee as they relate to participation, funding, and sustainability. Public Works Director Scherle explained that the Committee would create an outreach plan. Mayor O'Rourke questioned if the Town would need to pay for the assistance of a Certified Floodplain Manager. Public Works Director Scherle informed that the funding for a Certified Floodplain Manager was approved in the previous Stormwater Master Plan. Vice-Mayor Glas-Castro questioned the possibility of forming one Committee with dual purposes. Public Works Director Scherle explained that the proposed Committees were aligned with the recommendation Federal Emergency Management Agency guidelines. Mayor O'Rourke expressed concerns related to the recruitment of Volunteers. Public Works Director Scherle suggested that historical volunteer recruitment difficulties should not prolong the creation of the proposed Committees. Public Works Director Scherle and Mr. Mercado explained that two diverse Committees could be established at the pleasure of the Town Commission.

**Motion: Commissioner Flaherty moved to approve Resolution No. 42-05-19 with the establishment of two diverse Committees; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**10. Resolution No. 43-05-19 Establish a Floodplain Management Steering Committee.**

**Motion: Commissioner Flaherty moved to approve Resolution No. 43-05-19; Commissioner Michaud seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**11. Resolution No. 44-05-19 Fiscal Year 2018/2019 Budget Adjustments**

Town Manager D'Agostino explained the item (see Exhibit "B"). He welcomed Finance Director Lourdes Cariseo to explain the Executive and Regular Salaries. She explained that merit and cost of living increases are budgeted in the department 900 and transferred as needed. Discussion ensued regarding various budget amendments (e.g. streets/roads, advertising).

**Motion: Commissioner Flaherty move to approve Resolution No. 44-05-19; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**12. Selection of a Representative to the Bioscience Land Protection Advisory Board as an Alternate Member.**

Town Manager D’Agostino explained the item. Commissioner Flaherty volunteered to serve as an Alternate Member.

**Motion: Vice-Mayor Glas-Castro moved to appoint Commissioner Flaherty to the Bioscience Land Advisory Board as an Alternate Member; Commissioner Michaud seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 5-0.

**13. Proposed Workshop Dates for Visioning of Marina Property.**

**Per Consensus, the Workshop was scheduled for Wednesday, June 26, 2019 at 6:00 p.m.**

**PUBLIC COMMENT: None**

**FUTURE AGENDA SUGGESTIONS: None**

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

**Town Attorney Baird** had no comments.

**Town Manager D’Agostino** provided the Commission with the budget calendar. He announced that Sunset Celebration was scheduled for May 31, 2019, 6:00 p.m.-9:00 p.m., at the Lake Park Harbor Marina. He announced the Battle of the Badges (Fire Rescue and Law Enforcement) was scheduled for Saturday, June 1, 2019, 9:00 a.m.-1:00 p.m. at Bert Bostrom Park. He announced the Free Summer Soccer Program at Bert Bostrom Park; he encouraged participants to register online at [www.jetsetv.org](http://www.jetsetv.org). He announced new available grant opportunities via Federal Emergency Management Agency and provided an update regarding the Lake Shore Drive Drainage Improvement Project.

**Commissioner Linden** announced that he attended an event in Lake Park on Saturday, May 11, 2019, where he witnessed the performance of Mayor O’Rourke. He announced a Memorial Day Ceremony would take place on Monday, May 27, 2019, 11:00 a.m.-12:00 p.m. at Kelsey Park. He announced that he attended an informative Legislative Update in Fort Lauderdale, Florida.

**Commissioner Flaherty** congratulated Town Clerk Mendez on receiving the designation of Master Municipal Clerk.

**Commissioner Michaud** congratulated Town Clerk Mendez on receiving the designation of Master Municipal Clerk. He announced that a Haitian Flag Day Celebration would be held on Saturday, May 18, 2019 at Bethlehem Baptist Church at 3:00 p.m. He announced that the Friends of the Lake Park Library had created a Facebook Page.

**Vice-Mayor Glas-Castro** announced that she attended the Florida League of Cities Medical Marijuana Summit. She thanked staff for coordinating the Volunteer Recognition Reception, and wished all a Happy Mother's Day. She announced that the League of Cities Gala would be held on Wednesday, May 22, 2019.

**Mayor O'Rourke** announced that he enjoyed the arts and cultural event on Saturday, May 11, 2019. He announced that Governor Ron Desantis had recently suggested that it was inappropriate for the legislature to remove zoning authority from municipalities. He thanked Governor Desantis for taking a stance. He announced that the Business Before Breakfast Group meets every Tuesday at 8:00 a.m. at the Brewhouse Gallery.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Michaud and seconded by Vice-Mayor Glas-Castro, and by unanimous vote, the meeting adjourned at 8:42 p.m.



\_\_\_\_\_  
Mayor Michael O'Rourke



\_\_\_\_\_  
Town Clerk, Vivian Mendez, MMC



\_\_\_\_\_  
Deputy Town Clerk, Shaquita Edward, MPA, CMC



Approved on this 5 of June, 2019

Exhibit "A"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 15, 2019

Agenda Item No. Tab 7

Agenda Title: Authorizing the Town Attorney to create a Resolution and the Mayor to execute the Resolution Awarding a Community Beautification Improvement Grant Award in the Amount not to exceed \$13,080.00.

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, ORDINANCE, NEW BUSINESS, OTHER, and CONSENT AGENDA/OLD BUSINESS.

Approved by Town Manager [Signature] Date: 5-7-19
Nadia Di Tommaso / Community Development Director

Table with 3 columns: Originating Department (Community Development), Costs (\$13,080), Attachments (Application Documents, Resolution 35-08-09), Advertised (Not Required), and notification status.

Summary Explanation/Background:

In an effort to maintain anonymity, this agenda item is being presented with the application documents redacted and does not yet include an associated Resolution which would list the mailing address and property owner name of the award recipient (PLEASE CONTACT STAFF DIRECTLY FOR ADDITIONAL APPLICATION DETAILS - (561)881-3319).



certain program modifications that will be presented to the Town Commission at a future meeting. These future modifications will enable our recently hired third Code Compliance Officer to further offer and select eligible owners to participate in the program.

The applicant (homeowner) is requesting assistance to pay for a needed reroof (and interior ceiling repairs resulting from the condition of the roof) which was cited by Code Compliance. The amount requested on the application is \$13,080. Currently, the program identifies the following criteria:

- A violation has been found

Staff Response: A roof violation has been determined by Code Compliance. Roof replacement, along with certain interior ceiling repairs caused by the damage, is needed.

- Funds are available

Staff Response: The fund currently has \$40,000 available.

- Funds are allocated on a first-come, first-serve basis

Staff Response: This is the first application Staff received this fiscal year.

- Grant awards shall be distributed on a reimbursement basis only, however, an initial 20% deposit (i.e. fund disbursement) may be required by the selected contractor after permit issuance, in order to get the project started.

Staff Response: Staff will work with the homeowner and the contractor on a reimbursement schedule that is hopefully agreed upon by all parties. Staff will also make sure proper permits are applied for and that the contractor is licensed and work is completed within 6 months (duration of permit).

- The Grant recipient shall be responsible for at least 25% of the total cost of the improvements unless the Director of Community Development or the Special Magistrate determines that an extreme financial hardship exists. A financial hardship is evident when the applicant is financially unable to pay some or all of the costs of the repair. The applicant shall provide tax returns(...)

Staff Response: The homeowner (applicant) is elderly and has provided copies of two years of tax returns that identify extreme financial hardship. The cost of the reroof exceeds the homeowner's *entire* annual gross income. The Director of Community Development is proposing to award 100% of the requested amount.

- The grant recipient may be required to enter into a second mortgage, or provide a promissory note to repay the grant to guarantee the continued tenancy of the grantee

Staff Response: The property is homeowner occupied and a copy of the mortgage and promissory note documents are enclosed with this agenda packet and are required to be executed by the homeowner upon execution of the Resolution awarding the funds.

**Recommended Motion: I move to APPROVE the authorization for the Town Attorney to develop a Resolution for execution by the Mayor for the allocation of up to \$13,080 to the award recipient, with a possible 20% initial payment required at permit issuance in order to get the project started.**



**COMMUNITY BEAUTIFICATION IMPROVEMENT FUND  
(CBIF)  
GRANT APPLICATION  
RESIDENTIAL PROPERTIES**

The Town of Lake Park has a property improvement grant program called the Community Beautification Improvement Fund (CBIF) that returns 20% of all collected code violation fees back into the community. The CBIF Grant is available to both residential and non-residential property owners.

- **RESIDENTIAL PROPERTIES** must have received a code violation and the applicant must provide proof that they are unable to come into compliance due to financial hardship.
- **NON-RESIDENTIAL PROPERTIES** are eligible if they exist within one of the Town's non-residential zoning districts. A code violation is not necessary to make a non-residential property eligible, but the grant application must show how the proposed work would contribute to the Town's overall goals and visions for an improved downtown.

**PROGRAM OVERVIEW**

Town staff will review the CIBF Grant application for completeness and for eligibility for assistance.

CIBF Grant money may be used for exterior painting, landscaping, sod replacement, and other improvements necessary for a homeowner to correct a code violation. In the case of non-residential properties, grant money may also be used for things such as new or replacement signage, awnings or façade improvements.

*request within*

- (responsible in 25%)*
- Applicants are encouraged to match 50% of the grant request, using actual dollars or in-kind contributions. In-kind contributions include labor, materials, or services that are donated to the property owner. **The higher the total match made by the property owner, the higher the application is likely to rank.**

Upon the approval of an application, Town staff will work with the property owner concerning paint colors, surfacing materials, plant selections, etc. However, it will be the **responsibility of the property owner to obtain all job cost estimates** to be submitted with the application.

It is not the intent of the CIBF Grant program to provide for continuing or on-going property maintenance.

**CBIF GRANT FOR RESIDENTIAL PROPERTIES**

**NOTE:** Applicant must be the property owner and the property must be homesteaded.

**APPLICANT/PROPERTY OWNER INFORMATION:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CODE COMPLIANCE CASE NUMBER: \_\_\_\_\_

NUMBER IN HOUSEHOLD: 4

NUMBER OF DEPENDENTS: 3

**PROJECT DESCRIPTION:**

Summarize project to include as much detail about visual and structural improvements.  
Use additional sheets if necessary.

Reroof, interior kitchen ceiling repair

**LIST OF PROJECT COSTS (Labor, Materials and Equipment - supply documentation):**

1. Labor and material \$ 12500.00
2. Repair drywall \$ 580.00
- 3.
- 4.

TOTAL COST ESTIMATE: \$ Total = \$ 13080.00

FUNDING SOURCES:

- CIBF Grant Amount Awarded
- Applicant Contribution Amount
- In-Kind Services Value Amount

\$ 13,080  
 \$ 0  
 \$ 0

**INCLUDE THE FOLLOWING ITEMS WITH APPLICATION FORM:**

- Copies of past two (2) years Federal Income Tax Returns
- Copy of Code Enforcement Board/Special Magistrate Order Finding Violation, if applicable (or Copy of Notice of Violation)
- Copy of associated Town Permits issued, if applicable
- Copies of all project cost estimates
- Copy of Homestead Exemption
- Proof of insurance coverage for building

**PROPERTY OWNER SIGNATURE:**

Signature

Date

**For Office Use Only:**

Date Application Received: \_\_\_\_\_

Is Application complete? )

March 2019

- Yes
- No Additional Information Required: \_\_\_\_\_
- Date Additional Information Received: \_\_\_\_\_

Was Application approved?

- Yes
- No
- Yes, with the following conditions: \_\_\_\_\_

Comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TOWN APPROVALS:**

*\* Following  
Commission  
approval*

**TOWN MANAGER**

Signature

Date

**FINANCE DIRECTOR**

Signature

Date

**COMMUNITY DEVELOPMENT DIRECTOR**

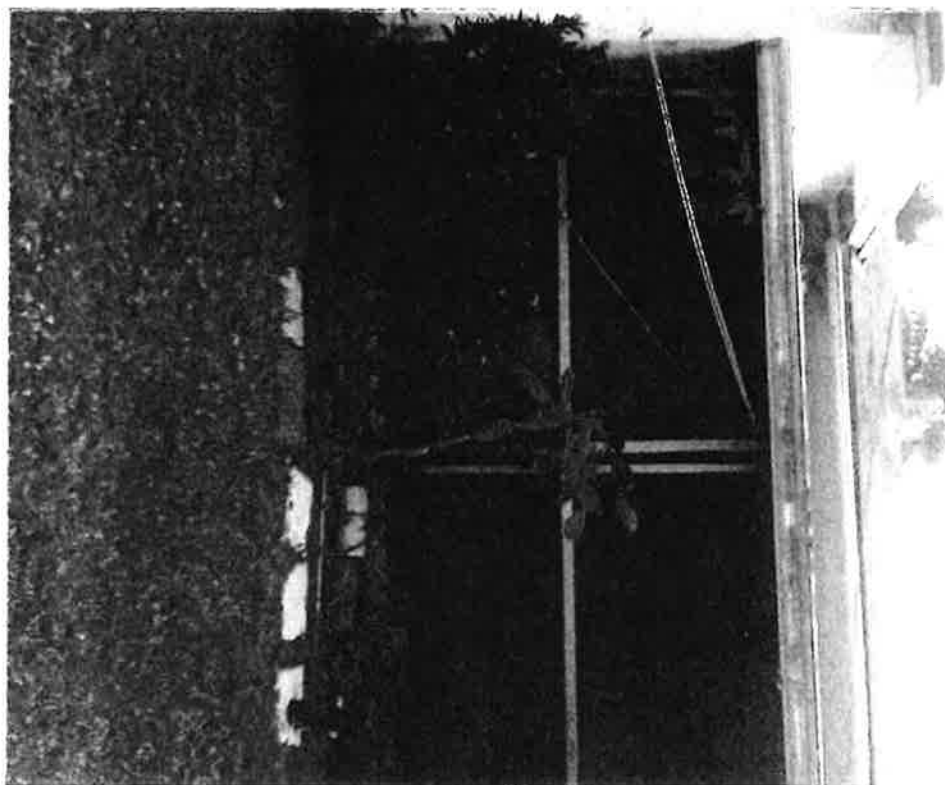
Signature

Date

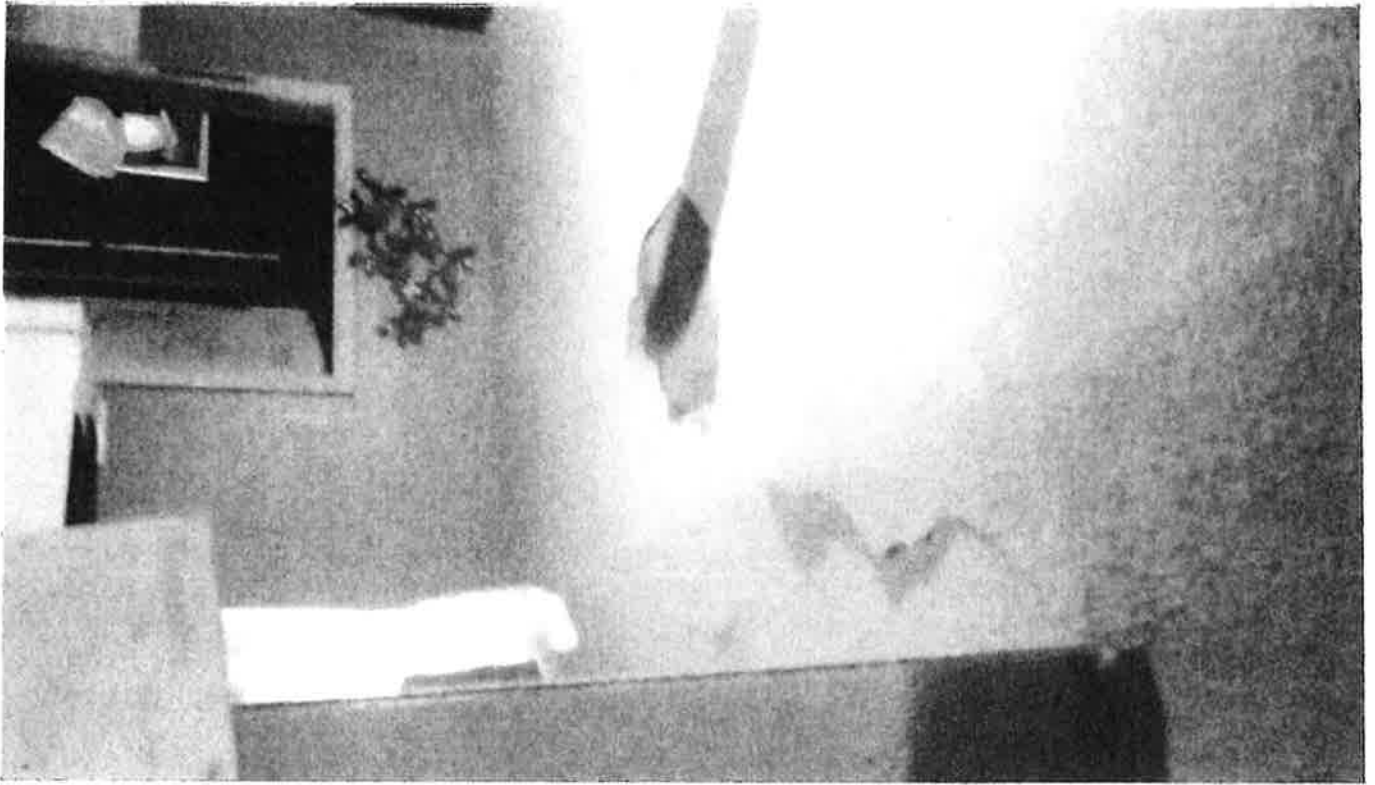
***\*\*Attach Town Commission approval, as applicable\*\****

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Exterior Roof Photo



Interior Photo of Damage



## Community Beautification Improvement

### GRANT ALLOCATION OVERVIEW & REQUIREMENTS

**Grant Overview:** The Town of Lake Park has a property improvement grant program that provides funds to help residential and commercial properties come into compliance after receiving a code violation citation. Twenty percent of all collected code violation fees are available to be returned to the community through a grant fund called the Community Beautification Improvement Grant. The balance in the fund is available for financial assistance. The monies are available on a first come, first serve basis. Property owners must have received a code violation to be eligible to apply for the grant.

The program provides technical and financial assistance to qualified property owners located in the Town of Lake Park for the purpose of upgrading their properties to meet applicable codes. Work on these properties may include roofing, electrical, plumbing, structural repairs, painting, doors, windows, landscaping and hurricane protection, provided that these repairs are practical and feasible and are directly related to the code violation.

**Qualifications:** Under this program, a qualified residential property owner is the owner/occupant of the property, and has a combined household income of less than 80% of the County's median income. For a qualified commercial property the owner must occupy all or a portion of the commercial building, not own other commercial properties (including apartment complexes), and must demonstrate a financial hardship and provide appropriate documentation as requested.

**Repayment:** Under this program, you will be asked to give the Town a five (5) year mortgage and promissory note on your home for the amount you receive in assistance for repairs and associated costs. Each year the amount of the mortgage will be reduced by one-fifth of the original value until the mortgage reaches zero. No repayment of the mortgage will be required during the five (5) year period as long as you comply with the requirements of the mortgage. However, the full amount of the mortgage (and any other amounts required by the mortgage) will have to be repaid in the event you default on the mortgage within the first three (3) years, such as if you sell your home or commercial property or transfer of title to your home or commercial property. If you default in years four (4) or five (5) then the amount to be repaid will be the amount due at the



time of default. After five (5) years, if you have met the conditions of the mortgage, the Town will issue you a satisfaction of mortgage.

Grants that exceed \$10,000 will require a ten (10) year mortgage and promissory note and the amount of the mortgage will be reduced by one-tenth of the original mortgage each year. The full amount of the mortgage (and any other amounts required by the mortgage) will have to be repaid in the event you default on the mortgage within the first five (5) years. If you default in years five (5) through ten (10) then the amount to be repaid will be the amount due at the time of default. After 10 years, if you have met the conditions of the mortgage, the Town will issue you a satisfaction of mortgage.

### Program Application Regulations

100% being requested

- ✓ • An applicant is encouraged to match up to 50% of the grant request in actual dollars or in-kind contributions.
- ✓ • An approved Town of Lake Park CBIG application must be filled out. All appropriate supporting material must accompany the grant application.

20% initial payment requested

- ✓ • All grant monies will be paid through reimbursement only. No money will be released until the work has been completed. All payments will be paid directly to the contractor.

- • All contractors working on the project must be registered with the Town of Lake Park and all appropriate permits must be obtained to do the work.

- ✓ • As part of the application process the applicant must provide three (3) independent job cost estimates in writing from contractors.

will be executed

- ✓ • The property owner must sign the promissory note and the mortgage papers.
- • All projects must be completed within six (6) months of the grant approval date.

- • Town Commission approval is required for individual projects that exceed \$10,000.

- ✓ • It is not the intent of the program to provide for continuing or ongoing maintenance.

*\*required upon execution of the Resolution\**

**MORTGAGE**

THIS MORTGAGE executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_ hereinafter called the mortgagor, to the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida, a municipal corporation of the State of Florida, hereinafter called Town:

**WITNESSETH:**

That for good and valuable considerations already received, and also in consideration of the aggregate sum as shown in the promissory note which is attached hereto as Exhibit A, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Town all the certain land (the Property) of which the mortgagor is now seized and in possession situate in Palm Beach County, Florida, to-wit:

**LEGAL DESCRIPTION**

[LEGAL DESCRIPTION]. According to the Plat thereof on file in the Office of the Clerk of the Circuit Court in for Palm Beach County, Florida, recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_.

**SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.**

The mortgagor hereby represents that the mortgagor is indefeasibly seized of the property in fee simple; that the mortgagor has good right and lawful authority to mortgage and convey the property as aforesaid; and that if not, then the mortgagor shall take such actions to perfect fee simple title to the property in the Town as may reasonably be

**PROMISSORY NOTE**

*\* Required upon execution of the Resolution \**

Applicant's Name:

Date:

Place:

Loan Amount:

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the Town of Lake Park, referred to as ("Town"), the sum of \$\_\_\_\_\_ without interest, in lawful money of the United States, at 535 Park Avenue, Lake Park, Florida, or at such other place as the Town may designate in writing. Such amount shall be paid to the Town by . The unpaid principal amount of the Note shall be reduced by \$\_\_\_\_\_ annually beginning on the first (1<sup>st</sup>) year after the date of this Note until said balance is reduced to zero by the end of the five (5) year loan term. If the Borrower fails to occupy the unit as a principal residence, uses the premises for a business other than a home occupation or economic development purpose or transfers ownership within the first five (5) years from date of execution of this Note, this reduction shall become null and void. Upon the sale, transfer or business use of said property within five (5) years from the date of the Note, the principal shall become due and payable on a pro rata basis as stated above.

THE UNDERSIGNED RESERVE(S) the right to repay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove the mortgage on the property securing this Note, provided that the cost of removal of said mortgage plus all other fees involved will be borne by the undersigned.

THE TOWN AND THE UNDERSIGNED severally waive(s) demand, protect and notice of maturity, non-payment or protect and all requirements necessary to hold each of them liable as makers and endorsers.

THE UNDERSIGNED further agree, jointly and severally, to pay all costs of collections including a reasonable attorney's fee in case the principal of this Note or any payment on the principal or any interest thereon on is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

THIS NOTE is secured by a mortgage of the even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the Town, become immediately due and payable.

MORTGAGOR

\_\_\_\_\_  
PROPERTY OWNER  
  
\_\_\_\_\_

required; that the mortgagor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever; and that the property is free and clear of all encumbrances.

PROVIDED ALWAYS, that upon its transfer or conveyance of the property legally described herein, the mortgagor shall pay unto the Town the amount shown in a certain promissory note attached hereto as Exhibit A.

AND the mortgagor hereby agrees to possess and occupy the property and shall neither lease, sub-lease or otherwise devise or assign the property to any persons or entity during the term of the note and mortgage without the Town's written permission or unless the note is paid in full. The mortgagor hereby further covenants that the property shall not be used for any business or economic development purpose during the term of the note and mortgage.

AND the mortgagor further agrees to pay promptly when due the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature assessed against the property and not to permit, commit or suffer no waste, impairment or deterioration of the property or the improvements thereon at any time; to keep the buildings now or hereafter on the property fully insured in a sum of not less than market value, and in the event any sum of money becomes payable by virtue of such insurance the Town shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any searches, reasonably incurred or paid by the Town because of the failure of the mortgagor to promptly and fully comply with the agreements,

stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants set forth in said note and this mortgage, or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the Town may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

AND the Town and mortgagor agree that the Town may establish a payment schedule for repayment of the sum of the promissory note.

IF any payment is not promptly paid within thirty days, or if each and every agreement, stipulation, condition and covenant of said note and this mortgage, or either, is not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall become, at the option of the Town, become immediately due and payable. Failure by the Town to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

MORTGAGOR MAY at any time prepay, without the payment of any premium, the whole or any part of the indebtedness secured by this mortgage, with accrued interest, on fifteen days prior notice to the Town of his intention to do so, and may at any time anticipate or prepay any amortization required set forth.

MORTGAGOR SHALL not execute any assumption agreement or in any way convey its obligations under this mortgage or note secured hereunder without the prior written consent of Town.

Signed in the presence of:

Witness 1:

MORTGAGOR (Owner):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name ;

\_\_\_\_\_  
Print Name

Witness 2:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

**Withholding Certificate for  
 Pension or Annuity Payments**

**Purpose.** Form W-4P is for U.S. citizens, resident aliens, or their estates who are recipients of pensions, annuities (including commercial annuities), and certain other deferred compensation. Use Form W-4P to tell payers the correct amount of federal income tax to withhold from your payment(s). You also may use Form W-4P to choose (a) not to have any federal income tax withheld from the payment (except for eligible rollover distributions or for payments to U.S. citizens to be delivered outside the United States or its possessions) or (b) to have an additional amount of tax withheld.

Your options depend on whether the payment is periodic, nonperiodic, or an eligible rollover distribution, as explained on pages 3 and 4. Your previously filed Form W-4P will remain in effect if you don't file a Form W-4P for 2017.

**What do I need to do?** Complete lines A through G of the **Personal Allowances Worksheet**. Use the additional worksheets on page 2 to further adjust your withholding allowances for itemized deductions, adjustments to income, any additional standard deduction, certain credits, or multiple pensions/more-than-one-income situations. If you don't want any federal income tax withheld (see *Purpose*, earlier), you can skip the worksheets and go directly to the Form W-4P below. Sign this form. Form W-4P is not valid unless you sign it. Future developments. For the latest information about Form W-4P, such as legislation enacted after we release it, go to [www.irs.gov/w4p](http://www.irs.gov/w4p).

**Personal Allowances Worksheet (Keep for your records.)**

**A** Enter "1" for yourself if no one else can claim you as a dependent . . . . . **A** \_\_\_\_\_

**B** Enter "1" if:   
 { You're single and have only one pension; or   
 { You're married, have only one pension, and your spouse has no income subject to withholding; or   
 { Your income from a second pension or a job or your spouse's pension or wages (or the total of all) is \$1,500 or less. . . . . **B** \_\_\_\_\_

**C** Enter "1" for your spouse. But, you may choose to enter "-0-" if you're married and have either a spouse who has income subject to withholding or more than one source of income subject to withholding. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . . **C** \_\_\_\_\_

**D** Enter the number of dependents (other than your spouse or yourself) you will claim on your tax return . . . . . **D** \_\_\_\_\_

**E** Enter "1" if you will file as head of household on your tax return . . . . . **E** \_\_\_\_\_

**F Child Tax Credit** (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.   
 • If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children.   
 • If your total income will be between \$70,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child . . . . . **F** \_\_\_\_\_

**G** Add lines A through F and enter total here. (Note: This may be different from the number of exemptions you claim on your tax return.) ▶ **G** \_\_\_\_\_

For accuracy, complete all worksheets that apply.   
 • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.   
 • If you're single and have more than one source of income subject to withholding or are married and you and your spouse both have income subject to withholding and your combined income from all sources exceeds \$50,000 (\$20,000 if married), see the **Multiple Pensions/More-Than-One-Income Worksheet** on page 2 to avoid having too little tax withheld.   
 • If neither of the above situations applies, stop here and enter the number from line G on line 2 of Form W-4P below.

Separate here and give Form W-4P to the payer of your pension or annuity. Keep the top part for your records.

**Withholding Certificate for  
 Pension or Annuity Payments**

▶ For Privacy Act and Paperwork Reduction Act Notice, see page 4.

Your first name and middle initial	Last name	Your social security number
Home address (number and street or rural route)		Claim or identification number (if any) of your pension or annuity contract
City or town, state, and ZIP code LAKE PARK FL 33403		

**Complete the following applicable lines.**

**1** Check here if you do not want any federal income tax withheld from your pension or annuity. (Do not complete line 2 or 3.) ▶

**2** Total number of allowances and marital status you are claiming for withholding from each periodic pension or annuity payment. (You also may designate an additional dollar amount on line 3.) ▶ \_\_\_\_\_ (Enter number of allowances.)  
**Marital status:**  Single  Married  Married, but withhold at higher Single rate.

**3** Additional amount, if any, you want withheld from each pension or annuity payment. (Note: For periodic payments, you cannot enter an amount here without entering the number (including zero) of allowances on line 2.) ▶ \$ \_\_\_\_\_

✕ Your signature \_\_\_\_\_ ✕ Date \_\_\_\_\_  
 Cat. No. 102251 Form **W-4P** (2017)

### Deductions and Adjustments Worksheet

**Note:** Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

- 1 Enter an estimate of your 2017 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% of your income, and miscellaneous deductions. For 2017, you may have to reduce your itemized deductions if your income is over \$313,800 and you're married filing jointly or you're a qualifying widow(er); \$287,650 if you're head of household; \$261,500 if you're single, not head of household and not a qualifying widow(er); or \$156,900 if you're married filing separately. See Pub. 505 for details . . . . . 1 \$ \_\_\_\_\_
- 2 Enter:  $\left\{ \begin{array}{l} \$12,700 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,350 \text{ if head of household} \\ \$6,350 \text{ if single or married filing separately} \end{array} \right\}$  . . . . . 2 \$ \_\_\_\_\_
- 3 Subtract line 2 from line 1. If zero or less, enter "-0-" . . . . . 3 \$ \_\_\_\_\_
- 4 Enter an estimate of your 2017 adjustments to income and any additional standard deduction (see Pub. 505) . . . . . 4 \$ \_\_\_\_\_
- 5 Add lines 3 and 4 and enter the total. (Include any credit amounts from the *Converting Credits to Withholding Allowances for 2017 Form W-4* worksheet in Pub. 505.) . . . . . 5 \$ \_\_\_\_\_
- 6 Enter an estimate of your 2017 income not subject to withholding (such as dividends or interest) . . . . . 6 \$ \_\_\_\_\_
- 7 Subtract line 6 from line 5. If zero or less, enter "-0-" . . . . . 7 \$ \_\_\_\_\_
- 8 Divide the amount on line 7 by \$4,050 and enter the result here. Drop any fraction . . . . . 8 \_\_\_\_\_
- 9 Enter the number from the **Personal Allowances Worksheet**, line G, page 1 . . . . . 9 \_\_\_\_\_
- 10 Add lines 8 and 9 and enter the total here. If you use the **Multiple Pensions/More-Than-One-Income Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4P, line 2, page 1 . . . . . 10 \_\_\_\_\_

### Multiple Pensions/More-Than-One-Income Worksheet

**Note:** Complete *only* if the instructions under line G, page 1, direct you here. This applies if you (and your spouse if married filing jointly) have more than one source of income subject to withholding (such as more than one pension, or a pension and a job, or you have a pension and your spouse works).

- 1 Enter the number from line G, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) . . . . . 1 \_\_\_\_\_
- 2 Find the number in **Table 1** below that applies to the **LOWEST** paying pension or job and enter it here. **However**, if you're married filing jointly and the amount from the highest paying pension or job is \$65,000 or less, do not enter more than "3" . . . . . 2 \_\_\_\_\_
- 3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4P, line 2, page 1. **Do not** use the rest of this worksheet . . . . . 3 \_\_\_\_\_

**Note:** If line 1 is **less than** line 2, enter "-0-" on Form W-4P, line 2, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

- 4 Enter the number from line 2 of this worksheet . . . . . 4 \_\_\_\_\_
- 5 Enter the number from line 1 of this worksheet . . . . . 5 \_\_\_\_\_
- 6 Subtract line 5 from line 4 . . . . . 6 \_\_\_\_\_
- 7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying pension or job and enter it here . . . . . 7 \$ \_\_\_\_\_
- 8 Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . . 8 \$ \_\_\_\_\_
- 9 Divide line 8 by the number of pay periods remaining in 2017. For example, divide by 12 if you're paid every month and you complete this form in December 2016. Enter the result here and on Form W-4P, line 3, page 1. This is the additional amount to be withheld from each payment . . . . . 9 \$ \_\_\_\_\_

Table 1				Table 2			
Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job or pension are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job or pension are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job or pension are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job or pension are—	Enter on line 7 above
\$0 - \$7,000	0	\$0 - \$8,000	0	\$0 - \$75,000	\$610	\$0 - \$38,000	\$610
7,001 - 14,000	1	8,001 - 16,000	1	75,001 - 135,000	1,010	38,001 - 85,000	1,010
14,001 - 22,000	2	16,001 - 26,000	2	135,001 - 205,000	1,130	85,001 - 185,000	1,130
22,001 - 27,000	3	26,001 - 34,000	3	205,001 - 360,000	1,340	185,001 - 400,000	1,340
27,001 - 35,000	4	34,001 - 44,000	4	360,001 - 405,000	1,420	400,001 and over	1,600
35,001 - 44,000	5	44,001 - 70,000	5	405,001 and over	1,600		
44,001 - 55,000	6	70,001 - 85,000	6				
55,001 - 65,000	7	85,001 - 110,000	7				
65,001 - 75,000	8	110,001 - 125,000	8				
75,001 - 80,000	9	125,001 - 140,000	9				
80,001 - 95,000	10	140,001 and over	10				
95,001 - 115,000	11						
115,001 - 130,000	12						
130,001 - 140,000	13						
140,001 - 150,000	14						
150,001 and over	15						



Tax and Credits

Standard Deduction for-

- People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions
All others: Single or Married filing separately, \$6,300
Married filing jointly or Qualifying widow(er), \$12,500
Head of household, \$9,250

38 Amount from line 37 (adjusted gross income) 38 10,260.
39a Check [X] You were born before Jan. 2, 1951. [ ] Blind [ ] Blind Total boxes checked 1
b if your spouse itemizes on a separate return or you were a dual-status alien, check here 39b [ ]
40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 7,850.
41 Subtract line 40 from line 38 41 2,410.
42 Exemptions. If line 38 is \$154,050 or less, multiply \$4,000 by the number on line 3d. Otherwise, see instructions. 42 4,000.
43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-. 43 0
44 Tax (see instructions). Check if any from: a [ ] Form(s) 8814 b [ ] Form 4972 c [ ] 44
45 Alternative minimum tax (see instructions). Attach Form 6251. 45
46 Excess advance premium tax credit repayment. Attach Form 8962. 46
47 Add lines 44, 45, and 46. 47
48 Foreign tax credit. Attach Form 1116 if required. 48
49 Credit for child and dependent care expenses. Attach Form 2441. 49
50 Education credits from Form 8863, line 19. 50
51 Retirement savings contributions credit. Attach Form 8880. 51
52 Child tax credit. Attach Schedule 8812, if required. 52
53 Residential energy credits. Attach Form 5695. 53
54 Other credits from Form: a [ ] 3800 b [ ] 9801 c [ ] 54
55 Add lines 48 through 54. These are your total credits. 55
56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-. 56

Other Taxes

57 Self-employment tax. Attach Schedule SE. 57
58 Unreported social security and Medicare tax from Form: a [ ] 4137 b [ ] 8919 58
59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required. 59
60a Household employment taxes from Schedule H. 60a
60b First-time homebuyer credit repayment. Attach Form 5405 if required. 60b
61 Health care: individual responsibility (see instructions). Full-year coverage [X] 61
62 Taxes from: a [ ] Form 8959 b [ ] Form 8960 c [ ] Instructions, enter code(s) 62
63 Add lines 56 through 62. This is your total tax. 63

Payments

If you have a qualifying child, attach Schedule EIC

64 Federal income tax withheld from Forms W-2 and 1099. 64 722.
65 2015 estimated tax payments and amount applied from 2014 return. 65
66a Earned income credit (EIC). 66a
b Nontaxable combat pay election. 66b
67 Additional child tax credit. Attach Form 8812. 67
68 American opportunity credit from Form 8863, line 8. 68
69 Net premium tax credit. Attach Form 8962. 69
70 Amount paid with request for extension to file. 70
71 Excess social security and tier 1 RRTA tax withheld. 71
72 Credit for federal tax on fuels. Attach Form 4136. 72
73 Credits from Form: a [ ] 2439 b [ ] Re-served c [ ] 8885 d [ ] 73
74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments. 74 722.

Refund

Direct deposit? See instructions

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid. 75 722.
76a Amount of line 75 you want refunded to you. If Form 8878 is attached, check here. 76a 722.
b Routing number
c Type: [ ] Checking [ ] Savings
d Account number
77 Amount of line 75 you want applied to your 2016 estimated tax. 77
78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions. 78
79 Estimated tax penalty (see instructions). 79

Amount You Owe

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes Complete below [ ] No [X]

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.
Your signature: [Signature] Date: [Date] Your occupation: RETIRED Daytime phone number: [ ]
Spouse's signature: [Signature] Date: [Date] Spouse's occupation: [ ] If the IRS sent you an Identity Protection PIN, enter it here (see list): [ ]

Paid Preparer Use Only

Print/Type preparer's name: [ ] Preparer's signature: [ ] Date: [ ] Check [ ] if self-employed PTIN: [ ]
Firm's name: Lake Park Library Firm's EIN: [ ]
Firm's address: 529 Park Ave, Lake Park FL 33403-2603 Phone no: [ ]

Department of the Treasury  
Internal Revenue Service

▶ Don't send to the IRS. This isn't a tax return.  
▶ Keep this form for your records.

**2016**

▶ Information about Form 8879 and its instructions is at [www.irs.gov/form8879](http://www.irs.gov/form8879).

Submission Identification Number (SID) ▶

Taxpayer's name

Social security number

Spouse's name

Spouse's social security number

**Part I Tax Return Information — Tax Year Ending December 31, 2016 (Whole dollars only)**

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4; Form 1040NR, line 37)	1	280
2	Total tax (Form 1040, line 63; Form 1040A, line 39; Form 1040EZ, line 12; Form 1040NR, line 61)	2	
3	Federal income tax withheld from Forms W-2 and 1099 (Form 1040, line 64; Form 1040A, line 40; Form 1040EZ, line 7; Form 1040NR, line 62a)	3	
4	Refund (Form 1040, line 76a; Form 1040A, line 48a; Form 1040EZ, line 13a; Form 1040-SS, Part I, line 13a; Form 1040NR, line 73a)	4	
5	Amount you owe (Form 1040, line 78; Form 1040A, line 50; Form 1040EZ, line 14; Form 1040NR, line 75)	5	

**Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)**

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2016, and to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

**Taxpayer's PIN: check one box only**

I authorize LAKE PARK LIBRARY to enter or generate my PIN 

1	5	7	2	1
---	---	---	---	---

 as my signature on my tax year 2016 electronically filed income tax return.

Enter five digits, but don't enter all zeros

I will enter my PIN as my signature on my tax year 2016 electronically filed income tax return. Check this box **only** if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ \_\_\_\_\_ Date ▶ 02/04/2017

**Spouse's PIN: check one box only**

I authorize \_\_\_\_\_ to enter or generate my PIN \_\_\_\_\_ as my signature on my tax year 2016 electronically filed income tax return.

Enter five digits, but don't enter all zeros

I will enter my PIN as my signature on my tax year 2016 electronically filed income tax return. Check this box **only** if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

**Practitioner PIN Method Returns Only—continue below**

**Part III Certification and Authentication — Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

\_\_\_\_\_ Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2016 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Pub. 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ \_\_\_\_\_ Date ▶ 02/04/2017

**ERO Must Retain This Form — See Instructions  
Don't Submit This Form to the IRS Unless Requested To Do So**

Your first name and initial	Last name	OMB No. 1545-0074
		<b>Your social security number</b>
If a joint return, spouse's first name and initial	Last name	<b>Spouse's social security number</b>
Home address (number and street). If you have a P.O. box, see instructions.		Apt. no.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).		Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. <input type="checkbox"/> You <input type="checkbox"/> Spouse
Foreign country name	Foreign province/state/county	

**Filing status** Check only one box.

1 <input checked="" type="checkbox"/> <b>Single</b> 2 <input type="checkbox"/> Married filing jointly (even if only one had income) 3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here. ▶	4 <input type="checkbox"/> Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶ 5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see instructions)
--	--

**Exemptions**

6a  **Yourself.** If someone can claim you as a dependent, do not check box 6a.

b  **Spouse**

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if child under age 17 qualifying for child tax credit (see instructions)	
				<input type="checkbox"/>	
				<input type="checkbox"/>	
				<input type="checkbox"/>	
				<input type="checkbox"/>	
				<input type="checkbox"/>	
				<input type="checkbox"/>	

If more than six dependents, see instructions.

**Boxes checked on 6a and 6b** 1

**No. of children on 6c who:**

- lived with you 0
- did not live with you due to divorce or separation (see instructions) 0
- Dependents on 6c not entered above 0

**Add numbers on lines above ▶** 1

d Total number of exemptions claimed.

**Income**

<b>7</b>	Wages, salaries, tips, etc. Attach Form(s) W-2.	7
<b>8a</b>	Taxable interest. Attach Schedule B if required.	8a
<b>b</b>	Tax-exempt interest. Do not include on line 8a.	8b
<b>9a</b>	Ordinary dividends. Attach Schedule B if required.	9a
<b>b</b>	Qualified dividends (see instructions).	9b
<b>10</b>	Capital gain distributions (see instructions).	10
<b>11a</b>	IRA distributions.	11a
<b>11b</b>	Taxable amount (see instructions).	11b
<b>12a</b>	Pensions and annuities.	12a
<b>12b</b>	Taxable amount (see instructions).	12b
		280
<b>13</b>	Unemployment compensation and Alaska Permanent Fund dividends.	13
<b>14a</b>	Social security benefits.	14a
	12887	
<b>14b</b>	Taxable amount (see instructions).	14b
<b>15</b>	Add lines 7 through 14b (far right column). This is your <b>total income.</b> ▶	15
		280
<b>Adjusted gross income</b>		
<b>16</b>	Educator expenses (see instructions).	16
<b>17</b>	IRA deduction (see instructions).	17
<b>18</b>	Student loan interest deduction (see instructions).	18
<b>19</b>	Tuition and fees. Attach Form 8917.	19
<b>20</b>	Add lines 16 through 19. These are your <b>total adjustments.</b>	20
<b>21</b>	Subtract line 20 from line 15. This is your <b>adjusted gross income.</b> ▶	21
		280

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040A (2016)



**SCHEDULE A  
(Form 1040)**

Department of the Treasury  
Internal Revenue Service (99)

Name(s) shown on Form 1040

**Itemized Deductions**

► **Information about Schedule A and its separate instructions is at [www.irs.gov/schedulea](http://www.irs.gov/schedulea).**  
► **Attach to Form 1040.**

OMB No. 1545-0074

**2016**

Attachment  
Sequence No. **07**

Your social security number

<b>Medical and Dental Expenses</b>		<b>Caution:</b> Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)	1	1259		
2	Enter amount from Form 1040, line 38	2	280		
3	Multiply line 2 by 10% (0.10). But if either you or your spouse was born before January 2, 1952, multiply line 2 by 7.5% (0.075) instead	3	21		
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4		4	1238
<b>Taxes You Paid</b>		<b>5 State and local (check only one box):</b>			
	a <input type="checkbox"/> Income taxes, or	5			
	b <input type="checkbox"/> General sales taxes	6			
6	Real estate taxes (see instructions)	6			
7	Personal property taxes	7			
8	Other taxes. List type and amount ►	8			
9	Add lines 5 through 8	9		9	
<b>Interest You Paid</b>		<b>10 Home mortgage interest and points reported to you on Form 1098</b>			
<b>Note:</b> Your mortgage interest deduction may be limited (see instructions).		<b>11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ►</b>			
		11			
12	Points not reported to you on Form 1098. See instructions for special rules	12			
13	Mortgage insurance premiums (see instructions)	13			
14	Investment interest. Attach Form 4952 if required. (See instructions.)	14			
15	Add lines 10 through 14	15		15	
<b>Gifts to Charity</b>		<b>16 Gifts by cash or check. If you made any gift of \$250 or more, see instructions.</b>			
If you made a gift and got a benefit for it, see instructions.		<b>17 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500</b>			
		16			
		17			
18	Carryover from prior year	18			
19	Add lines 16 through 18	19		19	
<b>Casualty and Theft Losses</b>		<b>20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)</b>			
<b>Job Expenses and Certain Miscellaneous Deductions</b>		<b>21 Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ►</b>			
		21			
22	Tax preparation fees	22			
23	Other expenses—investment, safe deposit box, etc. List type and amount ►	23			
24	Add lines 21 through 23	24			
25	Enter amount from Form 1040, line 38	25			
26	Multiply line 25 by 2% (0.02)	26			
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27		27	
<b>Other Miscellaneous Deductions</b>		<b>28 Other—from list in instructions. List type and amount ►</b>			
		28		28	
<b>Total Itemized Deductions</b>		<b>29 Is Form 1040, line 38, over \$155,650?</b>			
	<input checked="" type="checkbox"/> <b>No.</b> Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.	}		29	1238
	<input type="checkbox"/> <b>Yes.</b> Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.				
30	If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>				



**Total Roofing Systems Specialist, Inc.**

FL License CCC1330788

340 Pike Rd.

West Palm Beach, FL 33411

561-784-3444

[www.totalroofingsystems.net](http://www.totalroofingsystems.net)

**REROOF PROPOSAL**

OWNER/BUILDER/REALTOR:

Lake Park, FL 33403

JOB SITE:

Lake Park, FL 33403

**HAND DELIVER**

**Shingle Roof Proposal**

- \*Total Roofing will remove and dispose existing gutter system.
- \*Total Roofing will remove existing Shingle/Flat roof system down to plywood deck and re-nail deck to code.
- \*Total Roofing will inspect plywood deck and replace up to three (3) sheets of rotted plywood, if needed, with new 5/8" CDX plywood, nailed to code.
- \*Total Roofing will install a new 30# Felt base sheet underlayment, fastened to code and manufacturer's specifications.
- \*Total Roofing will install 26ga. Baked Galvanized accessory metals to include drip edge and valley metal primed and fastened to code
- \*Total Roofing will install a new Architectural Standard Color Shingle Roof System, fastened to code and manufacturer's specifications. (Includes a 30 Year Manufacturer's Warranty)
- \*Total Roofing will install new vents and stacks at existing locations, fastened to code and painted to match new roof system.

**FLAT ROOF:**

- \*Total Roofing will install one (1) layer of Elastobase mechanical attached to the plywood deck, fastened to code.
- \*Total Roofing will install one (1) layer of Polyglass Elastoflex SAV base sheet self-adhered directly to the base sheet as per code.
- \*Total Roofing will install a White Granulated, Torch Applied cap sheet as per code.
- \*Bid includes taxes, permit fees, daily trash removal upon completion of work, labor and materials.
- \*A five (5) year No Leak Warranty and any applicable manufacturer's warranties, will be forwarded upon receipt of final payment.

\*NOTE: Any additional sheets of plywood replacement deemed necessary by damage will be charged at the rate of \$65.00 per sheet.

\*NOTE: Any fascia replacement deemed necessary by rot will be charged as an extra. (Refer to pricing chart)

**TRSS to furnish labor and materials for the sum of ..... \$12,500.00  
(TWELVE THOUSAND FIVE HUNDRED DOLLARS)**

**OPTION:** Total Roofing will repair drywall patch at kitchen for an additional: \$580.00 \_\_\_\_\_

*Total = \$13,080.00*

# Payment Schedule

20% deposit = \$2,616

TERMS: This proposal becomes on contract upon signing

**PAYMENT TERMS:**

**20% Acceptance Deposit/ 35% Dry-In Payment/ 35% Material Load Payment, / 10% Completion Payment**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This Proposal is valid for 30 days ONLY, after the 30 days, the price may change

\_\_\_\_\_  
Total Roofing Systems Specialist, Inc.

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Date



## Total Roofing Systems Specialist, Inc.

FL License CCC1330788

### Owner's Notifications for Re-roofing Considerations

Total Roofing Systems Specialist, Inc. understands that this is your property and that the home/business may be currently occupied and will do everything it can to make sure that TRSS' employees treat it with the respect that it deserves. As a courtesy to our customers, TRSS would like to bring a few things to their attention as both a mitigating factor as well as a disclaimer for having a roof installed.

1. Please remember that while TRSS is responsible for everything from the plywood up, anything below that is structural and requires a General Contractor as mandated by Florida law. TRSS is not responsible for truss repair, replacement or enhancement. Should it become necessary, TRSS can recommend a contractor.
2. Not all plywood is at the same level, particularly with additions. Unless otherwise stated in your contract, TRSS is not responsible for any oil canning, waves or fluctuations in finished roof appearance due to structural deficiencies. It is strictly an aesthetic issue and is not a cause for rejection or delay of payment.
3. Please remember that while it is a business/home, it is also a construction zone. Please remember to take down any pictures, paintings, decorations, chandeliers, etc. that are hanging in the home as the removal of the old roofing system may cause them to fall and TRSS is not responsible for the damages.
4. TRSS will perform a daily clean-up at the construction site, but until that area is swept thoroughly and the owner has completed the final walkthrough, it's never a good idea to walk around the site with bare feet, or to allow animals to walk through the area.
5. Please remove any animals from the back yard or back patio. Sometimes it is necessary for field personnel to enter and exit through rear gates and TRSS cannot assume responsibility for any animals that may get out through those gates.
6. Construction is loud! TRSS will try to keep noise to the minimum, but sometimes the sounds carry through, please prepare your neighbors and your household accordingly. If you have pets that are easily spooked, it may be a good idea to keep them away from the location until the construction is completed.
7. It's always a great idea to remove hanging plants, any potted plants, yard decorations, lawn and garden hoses and portable sprinklers. The building materials will need to be loaded onto the roof and TRSS is not responsible for any damages that may occur to any of these items that may be between the delivery truck and the roof.
8. Delivery trucks are heavy! Which means that TRSS will lay down plywood and try to protect the sidewalks, pavers, lawns and driveways - but damage may occur. TRSS is not responsible for cracked or chipped pavers, sidewalks, damaged driveways or grass should the truck need to get extra close.
9. Each roof is different, and if there are currently gutters installed, TRSS will do everything possible to save those features. However, sometimes it is necessary to remove the gutters to get to the roof deck and the gutters cannot be removed in a salvageable condition. Unless otherwise stated in your contract, TRSS is not responsible for the replacement of the gutters. TRSS is always happy to provide new gutters for an additional price.

And finally, TRSS is always willing to discuss everything with our clients, so please feel free to discuss any areas that require "special attention" with your salesperson or call the office at the number listed below.

Customer Signature: \_\_\_\_\_

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

340 PIKE RD.  
 WEST PALM BEACH, FL 33411  
 OFFICE: (561) 784-3444 FAX: (561) 784-1098  
[lizet@totalroofingsystems.net](mailto:lizet@totalroofingsystems.net)



**STATUTORY WARNINGS**

**LIEN LAW**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 -- 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**CHAPTER 558 NOTICE OF CLAIM**

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**RADON GAS WARNING**

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

**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: (850) 487-1395, 2601 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

CUSTOMER(S) SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## TERMS AND CONDITIONS

"Contractor" means Total Roofing Systems Specialist

"Customer" means Builder/General Contractor/Owner(s) or their Agent(s)

- General.** If Customer cancels the Agreement prior to the start of work (after the third business day following the execution of the Agreement), Customer is liable for 20% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal after 30 days prior to its acceptance or cancel this Agreement prior to work start to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.
  - Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law.
  - Access.** Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely liable for the grading, slope or construction of the roof deck, the roofing system or appurtenances, or work installed by any person other than Contractor, unless otherwise specified by Contractor in this Agreement. Customer agrees to provide roof deck surfaces that are sufficient to receive materials as required.
  - Site Conditions.** Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
  - Payment Terms.** By signing this Agreement, Customer gives Contractor the right to obtain a credit check on the signatory. Contractor reserves the right to require a deposit in excess of 10%, and Customer hereby agrees to waive the requirements of Florida Statute 489.126. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. At Contractor's sole discretion, Contractor may accept payments over time. If payments are accepted over time, Customer agrees that Contractor may lien the property for the amounts unpaid as of the date the lien is recorded, and Customer is liable for all costs associated with the creation and filing of the lien. Once all amounts are paid in full, the lien shall be released. Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms. If there is an increase in the price of the products charged to the Contractor in excess of 5% subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract. The contract sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up. All credit card payment are subject to a 3% service fee added to the total Agreement price. Payments shall be made in accordance with the terms set forth in the Proposal. Unless otherwise stated herein, Customer shall not withhold any payments due pending inspections (including final), funding from a third-party.
  - Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. If the substrate roof condition results in ponding pursuant to the Florida Building Code and modifications are required to correct the roof so ponding will not occur, Contractor will notify Customer immediately. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement, Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement. If Agreement is for a roof removal, the Agreement price only includes the removal of one layer. Any additional roof layers will be subject to an additional charge set forth in a change order.
  - Customer Protection of Property.** Due to the nature of the construction to be done at Customer's request, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, landscaping, appurtenances, person(s) or real or personal property at the job location. Contractor is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the removal and reinstallation of the roof or any damage caused by dust or debris caused by Contractor's work. Contractor is not liable for damage to person or property caused by nails, and Customer agrees that it will take the appropriate precautions to avoid said damage. Contractor is further not responsible for slight scratching or denting of gutters, oil droplets in driveways, hairline fractures in concrete, broken plants and shrubbery, drywall damage or resetting satellite dish after install. Contractor does not warrant against tile slippage with a mortar or foam type tile roof system on any roofs over 4/12 pitch not mechanically fastened. During the course of the roofing work, Customer agrees to hold Contractor not liable for water intrusion that occurs from the date of commencement of roof repairs, remodeling, or other roofing services through the date of completion of such work. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. The cost for testing/abatement for asbestos is the sole responsibility of the Customer. As part of the roofing process, odors and emissions from roofing products will be released and noise will be generated. Customer shall be responsible for indoor air quality and shall hold Contractor harmless, indemnify and defend Contractor from claims relating to fumes and odors that are emitted during the normal roofing process. Customer agrees to remove all movable objects under the roof line, including, without limitation, awnings, bird feeders, potted plants, and hanging plants.
  - Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be Martin, Florida, unless the parties agree otherwise. Should Contractor employ
- an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
- Waiver of Jury Trial. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
  - Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes. In no event shall Contractor be held liable for damage caused by a tornado, hail, hurricane, settlement or fire.
  - Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are transferable only to the immediate subsequent purchaser for a transfer fee of 5% or \$100.00, whichever is greater, paid no later than 30 days following the closing date. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
  - Claims.** It is Customer's duty to notify Contractor in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
  - Acts of God.** Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect of Customer, by any separate contractor employed by the Customer, or by changes ordered by the Customer in the work. Customer shall obtain prior to construction fire, tornado, flood, builder's risk and other necessary insurance for this project.
  - Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.
  - Working Hours.** The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.
  - Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
  - Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled the "Proposal," "Limited Workmanship Warranty" and "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits. In the event of a conflict between Contract Documents, the order of precedence is Work Authorization followed by the terms and conditions.

CUSTOMER INITIALS \_\_\_\_\_

Lake Park, FL 33403

**ESTIMATE/CONTRACT**

**SLOPED ROOFING SYSTEM:**

Remove and dispose of existing shingle roofing system;  
Replace up to 100 square feet of rotten sheathing, any overage will be billed at \$2.95 per square foot, if necessary;  
Re-nail sheathing to meet current building code;  
Supply and install two plies of #30 ASTM asphalt base sheet tin-tagged to decking;  
Supply and install 26 gauge galvanized drip edge (2x2 inch colored) and valley;  
Ridge section will receive two layers #30 and modified rolled roofing tiled underlayment;  
Valley sections will receive two layers of #30 and one layer of 16 inch wide metal;  
Supply and install Tamko Elite roofing shingles;  
Supply and install new plumbing leads and roof jacks;

**FLAT ROOF:**

Remove and dispose of existing flat deck roofing materials;  
Re-nail sheathing to meet current building code;  
Supply and install Polyglass SAV smooth modified rolled roofing material adhered to wood decking;  
Supply and install 26 gauge galvanized break metal and 3x3 colored drip edge;  
Supply and install Polyglass SAV smooth modified rolled roofing interply adhered to base sheet;  
Supply and install Polyglass SAP SBS white granulated modified rolled roofing material adhered to interply,

**LABOR AND MATERIALS \$ 12,790.00**

All roofing work under a five year warranty.

All debris to be removed from property.

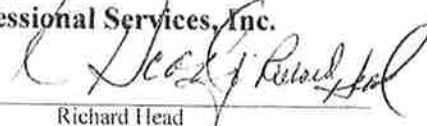
Prices are good for 30 days from the date of this estimate / contract.

Permit, drawings, engineer/architect fees, if any, in addition to other governmental fees, which may be required, as well as the cost to obtain same, are not included herein and shall be promptly paid by the customer.

The above-described work shall begin on or before **TO BE DETERMINED**. A deposit in the amount of **\$2,000.00** is due and made payable to R & R Professional Services, Inc., upon execution of this contract as good faith and to cover the cost of a portion of the materials being purchased, a second deposit in the amount of **\$5,000.00**, will be due and payable the day the job begins, with a third deposit in the amount of **\$5,000.00** will be required the day the materials are brought to the job, with the remainder being due and fully payable upon completion of work described herein. We accept major credit cards, however a service charge of 4.00% will be added for such payments. *The above price does not reflect any unforeseen damages that are undetectable at the time of this estimate.* R & R Professional Services, Inc., will notify customer and re-evaluate the scope of repairs, if any, at that time. Should there be any additional work to be performed (which would change the scope of this particular job after the contract has been signed and agreed to by all parties), an addendum for additional work shall be provided and agreed upon by all parties in writing. R & R Professional Services, Inc., hereby agrees to perform the work stated herein, and further agree to stand behind our workmanship. Materials we supply, if any, are warranted according to the manufacturers terms and conditions of that particular part and / or materials. There will be a \$75.00 charge, payable to R & R Professional Services, Inc., for any check(s) returned from the bank for any reason. A service charge of 1 1/2% per month, 18% APR, will be added to all overdue accounts. Customer is liable for any and all legal and collection fees incurred in order to obtain payment of this contract. R & R Professional Services, Inc., will provide a written release of lien from any person who has provided the customer with a Notice To Owner with respect to this job.

**R & R Professional Services, Inc.**

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



Richard Head

DATE: \_\_\_\_\_

11/13/18

I hereby authorize the work described above and agree to the terms and conditions as stated on this contract. I agree to pay for all work, goods and/or services provided. This agreement shall be binding upon the heirs, successors and/or assigns of the parties.

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

Authorized signature

DATE:  \_\_\_\_\_

Print name  \_\_\_\_\_

**YOUR ONE-STOP SERVICE PROFESSIONALS**



Joseph Ward Enterprises, Inc.

337 1<sup>st</sup> St. Jupiter, Florida 33458  
(561) 741-8919 Fax: (561) 741-2113  
CCC#057261

Name:

Date:

Address:

West Palm Beach FL 33403

Phone:

email: MAILED OUT

### **New CertainTeed Shingle & Flat Roof Proposal**

This proposal will include all labor, material, insurance, and waste removal. In addition to the base price, options and unforeseen items are listed below.

In preparation for the job, we will cover your driveway with protective sheeting and position dump trucks over this area only - no damaging dumpsters will be used. Our crews are uniformed, courteous, clean, efficient and highly qualified. We offer the best, manufacturer-backed warranties because our qualifications and experience in the construction industry are second to none. Work site will be maintained in a clean manner. All debris will be picked up daily and worksite will be free of nails, debris etc. Joseph Ward Enterprises, Inc. are the cleanest roofer in the area.



### Shingle Reroof

1. Remove existing roof completely too workable surface and re-nail decking to current code. Any rotten or damaged deck wood that is exposed will be replaced.
2. Install self-adhering modified underlayment direct to deck around all penetrations and along wall flashings.
3. Install 1 layer 30# ASTM D226 tar paper as a base sheet over entire slopped area. Base sheet will be installed according to Current Building Code fastened with 1 ¼" inch ring shank nails and 1 5/8" inch metal tin caps.
4. Replace all drip edge (eve metal) with Galv-Alum, Kynar 500 factory painted to your choice white or brown. Custom colors are available to match fascia if necessary.
5. All lead pipe boots, mechanical vents, valley and break metal will be replaced and painted to match new shingle color and bases asphalt primed to adhere to new roof system.
6. Install new shingles.

### Flat Roof Area

7. Remove existing roof completely too workable surface and re-nail decking to current code. Any rotten or damaged deck wood that is exposed will be replaced.
1. Install 1 layer 75# fiberglass base sheet. Base sheet will be installed according to Current Building Code fastened with 1¼" inch ring shank nails and 1 5/8" inch metal tin caps.
2. Install 1/4" tapered perlite fiber board set in hot asphalt over base sheet. (This adds a slight slope to roof to prevent ponding water.) **This is a recommended option this is an additional charge if roof ponds water after roof is complete and this option is not selected Contractor will not be held liable for any corrections.**
3. Install 2 inner plies fiberglass PLYIV with a hot mop application using **LOW ODOR** Roofing Tar. **Add additional plies for longer life.** Initial \_\_\_\_\_
4. All lead pipe boots, roof vents, pitch pans will be replaced. Bases asphalt primed to adhere to hot asphalt.
5. Replace all drip edge (eve metal) with Galv-Alum, Kynar 500 factory painted to your choice white or brown. Custom colors are available to match fascia if necessary. Bases asphalt primed to adhere to hot asphalt.
6. Install 1 ply modified cap sheet with a hot mop application using **LOW ODOR** Roofing Tar. Granulate and excess tar for a smooth finish.
7. Clean up area and all debris.

**ALL MUNICIPALITY FEES AND WOODWORK ARE NOT INCLUDED IN THE PROPOSAL PRICE**

**Joseph Ward Enterprises, Inc. Wood Replacement Policy**

**ALL WOODWORK**

**Billed on a per linear foot basis as follows:**

**(Prices are based using construction grade lumber) (Cedar is an additional 50% more than prices below)**

Sheathing Board - \$3.00 – T&G Decking – \$4.00 (1x6) \$4.50 (1x8) Furring Strip - \$2.00 (1X2) \$3.00 (1X3-1X4) Fascia Board - \$5.00 (1X6-1X8) \$6.00 (1X10-1X12) Rafter Board/Fascia - \$4.50 (2x4) \$5.50 (2x6) \$6.00 (2x8) \$6.50 (2x10) \$7.50 (2x12) Soffit Board - \$5.50 T-1-11 - \$6.00

4x8 sheets of plywood equal to 48 linear feet when used in sections, OTHERWISE WHEN INSTALLED AS WHOLE SHEETS, EQUAL TO 32 LINEAR FEET. Any other type of woodwork involving patio screens, aluminum roofs, Dutch gutters, fascia and soffit (more than one story) must be billed on a time and material basis at the rate of \$65.00 per staff hour. All insect infestation wood decay will be billed on a time and material basis if discovered.

**Up to 3 sheets plywood replacement, approx. 30' ridge vent all other wood work to be billed as stated above.**

Initial \_\_\_\_\_

**Warranty**

- Joseph Ward Enterprises, Inc. will be providing seven (7) yr. workmanship warranty, any and all repairs guaranteed for ninety (90) days.

**Shingle Selection**

**Shingle Color & Style:** \_\_\_\_\_

**Drip Edge Color:** Brown or White (Custom Colors Available Upon Request)

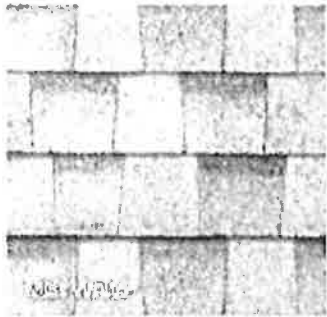
**Drip Edge Size:** 3X3

Initial \_\_\_\_\_





Stone Blend



Neutrals



Light Gray



Light Blue



Light Blue



Weathered Wood



Georgetown Gray



Colonial Slate



Driftwood



Hespano Shale



Heather Blend



Pewter



Atlantic Blue



Hunter Green



Cottage Red



Burnt Sienna



Noire Black



Charcoal Black



# CertainTeed SureStart™ PLUS

Protect your investment



The extra measure of protection when a credentialed company installs an Integrity Roof System.<sup>†</sup>  
 Upgraded 130 mph Wind Warranty Available\*  
 Extended Transferable Coverage<sup>‡</sup>

	3-STAR Coverage 20 years	4-STAR Coverage 50 years*	5-STAR Coverage 50 years**
Lifetime Shingles			
Non-Prorated Coverage	✓	✓	✓
Materials & Labor	✓	✓	✓
Tear-off	✓	✓	✓
Disposal		✓	✓
Workmanship			✓***

**NOTE:** XT<sup>®</sup>25, XT<sup>®</sup>30 and Patriot<sup>®</sup> shingles carry 10 years with 3-STAR, 20 years with 4-STAR and 25 years with 5-STAR coverage including the features as indicated above.

SureStart™ PLUS extends the \$1 million and coverage of standard SureStart™ protection for the installed CertainTeed roofing products. For all other warranty features refer to CertainTeed's limited Asphalt Shingle Warranty in place at the time your shingles were installed (obtain a copy by calling 800-782-8777 or visit [www.certainteed.com](http://www.certainteed.com)).



- \* 130 mph wind warranty available on lifetime products when special application methods are used.
- ‡ Fully transferable for 10 years with 3-STAR Coverage, 12 years with 4-STAR Coverage, and 15 years with 5-STAR Coverage; refer to CertainTeed's limited warranty for details on transfers.
- † Applies to single-family detached houses. Duration for all other types of structures is limited to 25 years.
- \*\* Applies to single-family detached houses. Duration for all other types of structures is limited to 30 years.
- \*\*\* Workmanship is covered for 25 years.

**Flat Roof Sections:** If a CertainTeed Flintastic roof system is part of the job, up to 10 squares will be covered for 12, 15 or 20 years depending upon the specific system installed.

**CertainTeed**  
 SAINT-GOBAIN



**STATUTORY WARNINGS**

**LIEN LAW**

ACCORDING TO FLORIDA'S CONSTRUCTION lien law (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**CHAPTER 558 NOTICE OF CLAIM**

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**RADON GAS WARNING**

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

**FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

PAYMENT 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: (850) 487-1395, N. MONROE ST., TALLAHASSEE, FL 32399-2202, WEBSITE [WWW.MYFLORIDALICENSE.COM](http://WWW.MYFLORIDALICENSE.COM).

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Joseph Ward Enterprises, Inc. Signature \_\_\_\_\_ Date \_\_\_\_\_

Pricing/Contract Amount

The labor, material, and equipment for required for this job will be furnished by Joseph Ward Enterprises, Inc. for a total of:

Land Mark Dimensional Life Time Shingle (130mph) (Flat Reroof And Drywall Patch Included)	\$12,580.00	initial _____
NOC-Notice Of Commence	\$13.60	initial _____
Permit-Municipality fees to be billed @ cost		initial _____
Sure Start Plus Warranty 3 - Star	.00	initial _____

Options

Install RM 2400 Solar Fans (2)	\$2,300.00	initial _____
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Draw-Payment Schedule

**20% DEPOSIT**

**50% UPON COMENCEMENT**

**BALANCE UPON COMPLETION**

**PERMIT - ENGINEER FEES - WOOD WORK - TO BE BILLED ADDITIONAL** initial \_\_\_\_\_

**Acceptance of this proposal and contract conditions**

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Our workers are fully covered by Workman's Compensation Insurance. If there are any persons, other than our employee(s), on the roof during the project or after the job is completed, any warranty issued for the project will immediately become null and void without exception. The Contract Documents consist of this proposal, the terms and conditions, all documents referenced therein and the Limited Workmanship Warranty Form are incorporated herein by reference.

**This proposal will be subject to withdrawal if not accepted within 10 days.**

**I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.**

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and hereby accepted. Contractor is authorized to do the work as specified. By signing below, Customer acknowledges that the Customer is the owner and or authorized agent of the property where the work is to be performed.

**For Property Owner:** Signed: \_\_\_\_\_

Print & Date: \_\_\_\_\_

**For Joseph Ward Enterprises, Inc.** Signed: \_\_\_\_\_

Print & Date: Eddie Ochoa (Authorized Agent) \_\_\_\_\_

### **Three Day Right of Rescission**

You, the owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Joseph Ward Enterprises, Inc. 337 1<sup>st</sup> St. Jupiter, FL 33458

NOT LATER THAN MIDNIGHT of \_\_\_\_/\_\_\_\_/\_\_\_\_

**Customer**                                      **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Joseph Ward Enterprises, Inc.**      **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

1. **General.** This proposal is subject to change without notice and is automatically withdrawn on the 10<sup>th</sup> day following its date of issue if not accepted in writing and a copy of this proposal returned to **Joseph Ward Enterprises, Inc. ("Contractor")**. Unless provided otherwise herein, if Customer cancels the Agreement prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to work start to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.
2. **Nature of Work.** Contractor by and through its subsidiaries and affiliates, shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor assumes no responsibility for structural integrity, including soundness of or the effect upon any structure of building materials that Contractor may install, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
3. **Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
4. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work no later than ten (10) days after substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the tenth (10th) day of each month for the value of Work completed during the preceding month. Final payment shall be made to Contractor within ten (10) days after substantial completion of the Work. A delay by the manufacturer in the processing and formal issuance of manufacturer's warranty document shall not be cause to delay the Customer's payment to Contractor.
5. **Non-payment.** All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses. Collection matters may be processed through litigation or arbitration at the sole discretion of Contractor. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract.
6. **Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance upon the full value of the entire Project, including the labor, material and equipment furnished by Contractor, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.
7. **Additional Insured.** If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make Contractor's insurer liable for claims that are due to the fault of the additional insured.
8. **Changes in the Work and Extra Work.** Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Contractor shall not be required to perform any changed or additional work without a written request. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates for performing such additional work.
9. **Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, water, snow or debris to allow continuous full operation until job completion. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

10. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.
11. **Site Conditions.** Contractor shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
12. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
13. **Electrical Conduit.** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, or expense due to the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time and expense resulting from the presence of such materials.
14. **Protection of Work.** Customer acknowledges that re-roofing of an existing building may cause disturbance or dust to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations.
15. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
16. **Warranty.** Contractor will warrant Contractor's work in accordance with its standard warranty, which is incorporated by reference. A copy of Contractor's Standard Warranty is attached or, if not, will be furnished upon request. CONTRACTOR SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor pertaining to the roof installation. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
17. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.
18. **Sealed Attic Liability Exclusion:** Contractor disclaims liability for any issue, claim, or damage including, without limitation, attorney's fees, costs, and expenses arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Customer agrees to indemnify, defend and hold harmless Contractor for any and all damages arising out of said condition(s).
19. **Delamination.** Contractor disclaims liability for use of water based adhesives and/or asphalt, paper or non-glass faced polyiso materials specified by, through or at Customer's direction.
20. **Claims.** It is Customer's duty to notify Contractor in writing within three (3) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT OF THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

21. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within three (3) days of the event, act or omission which is the basis of the back charge.
22. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Project. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, incidental or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees, costs and expenses arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
23. **Customer Protection of Property.** Due to the nature of the construction to be done at Customer's request, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, appurtenances at the job location. Contractor is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the removal and reinstalling of the roof or any damage caused by dust or debris caused by Contractor's work. Contractor is not liable for damage to person or property caused by nails, and Customer agrees that it will take the appropriate precautions to avoid said damage. Contractor does not warrant against tile slippage with a mortar or foam type tile roof system on any roofs over 4/12 pitch not mechanically fastened. During the course of the roofing work, Customer agrees to hold Contractor not liable for water intrusion that occurs from the date of commencement of roof repairs, remodeling, or other roofing services through the date of completion of such work.
24. **Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. If the substrate roof condition results in ponding pursuant to the Florida Building Code and modifications are required to correct the roof so ponding will not occur, Contractor will notify Customer immediately. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.
25. **Price Volatility.** Asphalt, polyiso and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Contractor, upon submittal of written documentation and advance notice to Customer.
26. **Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. In the event there is litigation, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
27. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Customer and Contractor, and is not intended for the benefit of any other parties.
28. **Odors.** All roofing systems may generate odors either during or shortly after installation. People with high olfactory sensitivities may find these odors offensive. Contractor recommends to Customer that it provide building occupants with notice of this fact. The parties agree that Contractor shall not be liable for any claims relating to odors and Customer shall indemnify, defend and hold Contractor harmless against said claims.

29. **Title to Goods.** Title to roofing products passes to the Customer when said products are delivered to the job site. In the event of a high wind conditions, hurricanes, tornados, or other adverse weather conditions and Contractor is requested to remove/reposition product from/on the job site, Contractor shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Customer agrees to promptly pay Contractor for these extras services.
30. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Standard Warranty" and when applicable "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits. In the event of a conflict among the Contract Documents, these terms and conditions shall control, govern and take precedence.
31. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of or relating to this Agreement shall be **Palm Beach County, Florida**. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
32. **Fastener Testing.** If the building official where the work is to be performed requires a field fastener pull test to be performed on the deck by a certified testing laboratory, the cost will be in addition to the above contract price and the responsibility of the Customer. In the event that the deck fails the fastener pull test, the scope of the work will change and this will result in an equitable price adjustment or an agreed upon change order to the contract.
33. **Gas Vents.** The owner is responsible for providing to Contractor a letter from a licensed gas contractor prior to our obtaining a final inspection certifying that gas vents meet current codes or obtain a permit for any gas vent work required. Failure to obtain a final inspection or the lack of gas vent certification will not be cause for withholding final payment.
34. **Local Tax License.** The City or municipality where the work is to be done may require additional local licensing. Should Contractor have to pay such a tax or post a bond, the Customer will be responsible for reimbursement to the Contractor.
35. **Gutters.** The removal and replacement of any gutters or downspouts is the responsibility of the Customer and is not included in the Contract Price unless otherwise specifically stated. If Customer elects to allow existing gutters or downspouts to remain in place during the Work, due care will be taken by Contractor; however, Customer understands and agrees that Contractor will not be responsible for any damage that may occur as a result of the Customer's failure to remove same during the Work. In the event that any additional engineering work may be required with respect to any of Customer's gutters or downspouts, it is specifically agreed and acknowledged that Customer will be responsible for obtaining and paying for any such engineering work.
36. **Open Beam Ceilings.** It is the Customer's responsibility to notify the Contractor of any areas of exposed wood decking, or areas of concern to the ceilings or structure, including areas of depression and/or damage due to leakage, rot or termites or other causes.
37. **Customer Vehicles.** Customer agrees not to leave vehicles and boats should not be left in garage, driveways or close proximity while Work is in progress.
38. **Septic Tank.** Customer is responsible for notifying Contractor as to the location of the septic tank. Contractor will not be responsible for damage to septic tank or drainage field whether advised of location or not.
39. **Inspection.** Customer understands and agrees that under certain local code requirements, Contractor may be required to leave a ladder in place at the site of the Work for inspection purposes. In that event, and in consideration of Contractor allowing such use of its ladder, Customer agrees to indemnify and hold Contractor harmless from any and all claims, damages or liability, including reasonable attorney's fees, arising from, or as a result of, the use of Contractor's ladder by anyone other than employees or agents of Contractor.
40. **Additional Layers.** Customer agrees that additional layers of roofing or insulation materials will be charged at the rate of \$0.75 per square foot per layer in addition to the above contract price.
41. **Equitable Price Adjustment:** Any work other than specified above, requested or required by the Customer or an applicable state or local regulatory authority, will result in an equitable adjustment to the Contract Price based on a labor rate of \$65.00 per man hour and the cost of materials and other related items plus 15% ("Equitable Price Adjustment").

initial \_\_\_\_\_

5645422002 101 0101

# Proposal

## A & R ROOFING, INC.

354 GREENBRIAR DR.  
LAKE PARK, FLORIDA 33403  
(561) 845-6240

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE LAKE PARK, FL 33403		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

REEROOF

1. Remove old roofing, REMOVE debris from jobsite
2. Dry in roof with #30 FELT
3. Install 26 GA GALV FLASHINGS
4. FLAT roof to be a modified bitumen roofing system
5. Shingle sloped roof with three tab fiberglass shingles.

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

NINE thousand seven hundred \_\_\_\_\_ dollars (\$ 9,700<sup>00</sup> )

Payment to be made as follows:

50% when started, balance due AFTER completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature \_\_\_\_\_

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

### Acceptance of Proposal -

I have read and understand the terms and conditions on the reverse side of this proposal and I have received my notice as required by Sections 713.001-713.37 Florida statutes.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



3694 23<sup>rd</sup> Ave. So. Suite 6  
 Lake Worth, FL 33461  
 (561) 540-4200 Lake Worth  
 (561) 274-6622 Delray Beach  
 Fax (561) 540-4222

# Paul Bange Roofing Of S. FL. Inc. Proposal

STATE CERT. CCC042778  
 LICENSED AND INSURED  
 www.paulbangeroofing.net  
 paul@paulroofing.com



PROPOSAL SUBMITTED TO		DATE	PHONE
NAME	JOB NAME		SAME
STREET	STREET		
CITY	STATE	CITY	STATE
West Palm Beach	FL		

We hereby submit specification and estimate for: ( ROOF Replacement )

MISC	SHINGLE
<input checked="" type="checkbox"/> Remove existing roof to a clear workable surface and dispose of debris	<input checked="" type="checkbox"/> Install # <u>30</u> ASTM base sheet
<input checked="" type="checkbox"/> Replace rotten 1x6 decking at \$ <u>3.50</u> per lineal foot includes carpenter (50' sheathing included)	<input checked="" type="checkbox"/> Install <u>3x3 painted (White)</u> in eave drip metal
<input checked="" type="checkbox"/> Install lead stack flashing around vent stacks	<input checked="" type="checkbox"/> Install 25-Year 3-tab fiberglass fungus resistant shingles
<input checked="" type="checkbox"/> Install flashing all as needed	<input checked="" type="checkbox"/> Mfg <u> Owens Corning or G.A.F. </u> Color _____
<input checked="" type="checkbox"/> Install valley metal in all valleys <u> 16" Galv. </u>	
<input checked="" type="checkbox"/> Install insulation kind _____	
<input checked="" type="checkbox"/> Re-nail existing sheathing as per the building code	<b>FIBERGLASS/ MODIFIED (FLAT ROOF)</b>
Exposed <input checked="" type="checkbox"/> Not Exposed	<input checked="" type="checkbox"/> Install # <u> SA </u> Fiberglass base sheet as per code
<input checked="" type="checkbox"/> Type of roof to be removed ( <u> Shingles &amp; Built-up. </u> )	<input checked="" type="checkbox"/> Install <u> 30x (1) ply SA Base Sheet </u>
<input checked="" type="checkbox"/> Permit provided by Paul Bange Roofing of S. FL., Inc	Install _____ fiberglass
	<input checked="" type="checkbox"/> Install <u> 1x3 (White) </u> in eave metal
	<input checked="" type="checkbox"/> Install mineral surface modified bitumen - Mfr: ( <u> Mule-Hide </u> )

- REPAIRS:**
1. Install a ridge vent system for attic ventilation.
  2. Should rotten 1"x6" cedar fascia require replacement. \$ 7.00 per ft to remove, replace and caulk and prime.
  3. Complete all work and remove all job debris in a professional workmanlike manner.
  4. Pictures of entire process shall be taken and made available to owner via email.

OPTION: To upgrade to the LIFE-TIME shingle ADD \$ 525.00 to cost below.

We hereby propose to furnish labor and materials -- complete in accordance with the above specifications for the sum of **Eleven Thousand Seventy & 00 /100** Dollars (  11,075.00  ) with payment to be made as follows:  
**NO DEPOSIT:**

NOTE TO BUYER, GENERAL CONTRACTOR OR OWNER: Paul Bange Roofing of S. FL., Inc. hereby proposes to furnish the above labor and materials in accordance with the above specifications. A deposit of \$  0  is required upon acceptance and the balance as work progresses in direct ratio to work completed. Payment in full to be made upon completion of the job. This estimate may be cancelled unless accepted within ten days from the date issued.

WARRANTIED TO ORIGINAL OWNER: Paul Bange Roofing of S. FL., Inc. warrants workmanship for a period of  TEN (10)  years, but reserves the right to supervise or inspect all work subsequently performed by other parties to the roof, for a reasonable fee. Without this supervision or inspection, all warranties are null and void. Warranty is transferrable to new owner upon written application (subject to approval). All materials furnished will be as specified and work is to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications will become an extra charge over and above the estimate of labor and usual course of our agreement. All agreements contingent upon strikes, accidents and delays beyond our control. Owner to carry insurance against fire, tornado, vandalism, and other casualty losses.

Paul Bange Roofing of S. FL., Inc. will exercise reasonable care when performing the work, but cannot be held responsible in any manner for damage to sidewalks, foliage, shrubbery, screening, pipes or cables, above or below ground. We will not be held responsible for water damage to the interior or exterior of the premises. **CUSTOMER IS URGED TO COVER FURNITURE & OTHERWISE PROTECT THEIR PROPERTY.** We cannot assume responsibility for any damages done to the roof by other tradesmen or parties. Owner to be responsible for location of septic tank. Should roof installation affect gutters, Paul Bange Roofing of S. FL., Inc. shall not be liable existing conditions, reinstallation or repair of same. Paul Bange Roofing of S. FL., Inc. cannot be held responsible for damage done to any lumber by termites, carpenter ants, or any wood boring insects. Such wood will be replaced at an additional charge.

THIS CONTRACT IS SUBJECT TO OFFICE APPROVAL Authorized Signature  Paul R Kaszycki

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above. This proposal has the power of a contract when signed and accepted. I have read and agree to the terms and conditions above and on the back of this proposal.

ACCEPTED X Signature \_\_\_\_\_  
 Date \_\_\_\_\_ Print \_\_\_\_\_

**RESOLUTION NO. 35-08-09**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 17-1998 WHICH ESTABLISHED THE COMMUNITY BEAUTIFICATION IMPROVEMENT FUND (CBIF); MODIFYING THE CBIF GRANT PROGRAM; AND TRANSFERRING ALL BUT \$10,000 OF THE FUNDS REMAINING IN THE CBIF TO THE GENERAL FUND UNDESIGNATED FUND BALANCE ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town Commission established a Community Beautification Improvement Fund (CBIF) in 1998 to set aside monies which would be provided to eligible property owners who were cited for code violations to assist these owners in improving their properties; and

**WHEREAS**, the CBIF was also to be made available to eligible property owners to make improvements to the facades of buildings in the Park Avenue Downtown District (PADD); and

**WHEREAS**, since 1998 20% of all code violation fines collected were deposited into the CBIF account and there is now a surplus in the CBIF; and

**WHEREAS**, the Town Commission of the Town of Lake Park, Florida has determined that is in the best interest of the public health, safety and general welfare to repeal Resolution 17-1998, and transfer the remaining funds to the Town's General Fund Undesignated Fund Balance Account; and

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**WHEREAS**, the Town will no longer allocate code violation fines collected to the CBIF, but will retain \$10,000 in it to be allocated to eligible parties until such time as the CBIF account is exhausted.

**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 and represent the legislative findings of the Town Commission.

**Section 2.** The Town Commission hereby amends Resolution No. 17-1998 establishing the CBIF grant program to provide for an annual allocation not to exceed \$10,000.

**Section 3.** The existing fund balance in the CBIF reserve account shall be distributed as follows:

1. \$10,000 shall be retained in the CBIF reserve account.
2. The remainder of the funds as shall be transferred to the General Fund Undesignated Fund Balance account.

**Section 4.** The Town Commission directs that the funds allocated annually to the CBIF reserve account shall be utilized as follows:

1. To assist residential property owners or "small" business owners who have been determined to be in violation of an applicable Town Code to bring a property into compliance. The Grants shall be made upon the determination of the Community Development Director or Special Magistrate.
2. The CBIF grant program shall be funded by depositing 20% of all collected code fines in a separate reserve account.
3. Award of grant monies shall be on a first come first serve basis.

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4. Awards shall also be subject to the following rules and regulations:

a. Grant awards shall be distributed as reimbursement only.

b. The grant recipient shall be responsible for at least 25% of the total cost of the improvements unless the Director of Community Development or the Special Magistrate determines that an extreme financial hardship exists.

A financial hardship is evident when the applicant is financially unable to pay some or all of the cost of the repair. The applicant shall provide tax returns and other supporting financial documents that show they are unable to secure the necessary funds to effect the improvement.

c. The grant recipient may be required to enter into a second mortgage or provide a promissory note to repay the grant to guarantee the continued tenancy of the grantee.

5. Should the funds in the reserve account exceed \$10,000 at the end of the fiscal year, this amount thereof shall be transferred to the General Fund Undesignated Fund Balance.

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



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 5/15/19

Agenda Item No.

Tab 11

Agenda Title: FISCAL YEAR 2018/2019 BUDGET ADJUSTMENTS

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 5-8-19

Lourdes Cariseo Finance Director Name/Title LCariseo

Table with 3 columns: Originating Department (FINANCE), Costs/Funding Source (Acct. #, Finance\_LCariseo\_), Attachments (Resolution 44-05-19, Pre-audit Budget, Narrative, Attachment A, B, C, D and E), Advertised (Date, Paper, Not Required), and notification status.

Summary Explanation/Background:

At mid-year during each fiscal year, the Town Finance Director analyzes the balances of the General Fund (GF) revenue accounts and each of the GF department's accounts, Special Revenue Funds, and Enterprise Funds, to determine where adjustments need to be made.

The General Fund budget experienced a few adjustments, however; the total amount budgeted for 2018/2019 remains the same. An amount of \$4,115 was included for summer camp soccer equipment.

In addition, there are changes to the Enterprise Funds and Special Revenue Fund. The Stormwater Fund requires a budget adjustment of \$103,905 for the carryforward purchase order from the previous year, and is for the refurbishment of a Vac Con Truck.

and expense in the amount of \$31,308, mostly for large repairs. The Streets and Roads Fund has an adjustment to the budget of \$44,200 for road repairs, not completed in the prior year.

Also,

**Recommended Motion:**

I move to adopt Resolution 44-05-19-19.

**RESOLUTION NO. 44-05-19**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2018-19 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 62-09-18; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.**

**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 the Fiscal Year 2018-19; and

**WHEREAS**, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2018-19, which was adopted by Resolution No. 62-09-18.

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

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

**Section 2.** An amended budget item of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Attachment "A".

**Section 3.** An amended budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Attachment "B".

**Section 4.** An amended budget item of the Town of Lake Park Streets and Roads Fund is hereby approved and adopted as set forth in the attached Attachment "C".

**Section 5.** An amended budget item of the Town of Lake Park Marina Fund is hereby approved and adopted as set forth in the attached Attachment "D".

**Section 6.** An amended budget item of the Town of Lake Park Stormwater

Fund is hereby approved and adopted as set forth in the attached Attachment "E".

**Section 7.** The Annual Budget establishes limitations on expenditures by fund and by department within funds, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted resolution effecting such amendment or transfer. However, specific activity and department amounts may be exceeded upon authorization of the Town Manager so long as excesses exist in other activities within said fund budget. Notwithstanding the forgoing, the Town Commission shall approve by resolution the transfer of all appropriations in excess of \$10,000 and all transfers from the Town's Unassigned Fund Balance Account or the Town's Contingency Account.

**Section 8.** 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 9.** This resolution shall take effect immediately upon adoption.



## Attachment A

## JETSEVTV F.C., INC

Description	Quantity	Each	Total
Practice cones (set of 50)	3	\$19.95	\$60.00
Goals 12ft x 6ft	4	\$429.99	\$1,720.00
Corner flags (set of 4)	3	\$71.99	\$216.00
Boxes marking spray paint white	10	\$26.89	\$269.00
Boxes marking spray paint yellow	10	\$24.98	\$250.00
Tents 12ft x 12ft	3	\$86.10	\$258.00
Agility ladders	3	\$11.99	\$36.00
Hula hoops	2	\$38.42	\$77.00
Goal target sheets	2	\$324.99	\$650.00
Agility training poles (set of 12)	1	\$89.95	\$90.00
Multi-sport speed radar detector	1	\$89.10	\$89.00
Practice vests (set of 12)	10	\$39.99	\$400.00
Total			\$4,115.00

Promotional Activity	001-51-511-100-48000	330.00
Memberships, Dues, & Subscrip	001-51-511-100-54200	870.00
Overtime Salaries	001-51-512-104-14000	500.00
Special Pay	001-51-512-104-15000	(720.00)
Professional Services	001-51-512-104-31000	18,000.00
Contractual Services	001-51-512-104-34000	89.00
Equipment Leases	001-51-512-104-44200	100.00
Photocopying	001-51-512-104-47100	186.00
TOWN OF LAKE PARK GRANTS	001-51-512-104-48001	4,115.00
Gasoline & Diesel Fuel	001-51-512-104-52100	45.00
Executive Salaries	001-51-512-105-11000	800.00
Regular Salaries	001-51-512-105-12000	500.00
Insurance - Vision	001-51-512-105-23400	15.00
Travel & Training	001-51-512-105-40000	32.00
Advertising	001-51-512-105-48100	8,000.00
Executive Salaries	001-51-512-106-11000	5,900.00
Regular Salaries	001-51-512-106-12000	500.00
Retirement	001-51-512-106-22000	250.00
Town Retirement Matching	001-51-512-106-22100	250.00
Insurance - Vision	001-51-512-106-23400	10.00
Accounting, Audit & Elections	001-51-512-106-33000	220.00
Travel & Training	001-51-512-106-40000	600.00
Telephone	001-51-512-106-41100	200.00
Photocopying	001-51-512-106-47100	800.00
Promotional Activity	001-51-512-106-48000	550.00
Office Supplies	001-51-512-106-51000	207.00
Gasoline & Diesel Fuel	001-51-512-106-52100	56.00
Professional Svc - Other Legal	001-51-514-108-31101	184.00
Executive Salaries	001-51-512-110-11000	1,000.00
Contractual Services	001-51-512-110-34000	9,200.00
Telephone	001-51-512-110-41100	2,700.00
Telephone-DSL	001-51-512-110-41105	(2,700.00)
Computer Supplies & Parts	001-51-512-110-51900	2,500.00
Small Tools & Others	001-51-512-110-52200	283.00
Regular Salaries	001-51-513-150-12000	2,500.00
Overtime Salaries	001-51-513-150-14000	(3,000.00)
Health Insurance	001-51-513-150-23100	4,000.00
Opt-Out Payment	001-51-513-150-23150	(2,091.00)
Contractual Services	001-51-513-150-34000	868.00
Travel & Training	001-51-513-150-40000	1,500.00
Professional Services	001-52-521-200-31000	(15,000.00)
Operating Supplies	001-52-525-250-52000	4,519.00
Regular Salaries	001-53-530-400-12000	(20,000.00)
Other & Part-Time Salaries	001-53-530-400-13000	(5,000.00)
Town Retirement Matching	001-53-530-400-22100	(2,500.00)
Health Insurance	001-53-530-400-23100	(5,000.00)
Opt-Out Payment	001-53-530-400-23150	(1,576.00)
Insurance - Life	001-53-530-400-23300	(200.00)
Travel & Training	001-53-530-400-40000	533.00
Telephone	001-53-530-400-41100	500.00
Equipment Maintenance Contrac	001-53-530-400-46100	394.00
Photocopying	001-53-530-400-47100	120.00
Memberships, Dues, & Subscrip	001-53-530-400-54200	(250.00)
Regular Salaries	001-57-572-406-12000	(8,000.00)
Special Pay	001-57-572-406-15000	1,000.00

Health Insurance	001-57-572-406-23100	(2,364.00)
Opt Out Payments	001-57-572-406-23150	2,364.00
Insurance - Life	001-57-572-406-23300	(200.00)
Rentals	001-57-572-406-44100	400.00
Uniforms & Clothing	001-57-572-406-49400	400.00
Regular Salaries	001-54-597-408-12000	(10,000.00)
FICA	001-54-597-408-21000	(2,000.00)
Retirement	001-54-597-408-22000	(2,000.00)
Town Retirement Matching	001-54-597-408-22100	(500.00)
Health Insurance	001-54-597-408-23100	(6,000.00)
Contractual Services	001-54-597-408-34000	9,500.00
Permits & Fee	001-54-597-408-34010	100.00
Rentals	001-54-597-408-44100	(500.00)
Gasoline & Diesel Fuel	001-54-597-408-52100	(1,000.00)
Regular Salaries	001-59-591-410-12000	4,000.00
Overtime Salaries	001-59-591-410-14000	1,500.00
Retirement	001-59-591-410-22000	1,000.00
Town Retirement Matching	001-59-591-410-22100	(1,500.00)
Permits & Fees	001-59-591-410-34010	10.00
Telephone	001-59-591-410-41100	25.00
Uniforms & Clothing	001-59-591-410-49400	200.00
Operating Supplies	001-59-591-410-52000	400.00
Gasoline & Diesel Fuel	001-59-591-410-52100	200.00
Small Tools and Others	001-59-591-410-52200	(100.00)
Regular Salaries	001-52-524-500-12000	(25,000.00)
Other & Part Time Salaries	001-52-524-500-13000	25,000.00
FICA	001-52-524-500-21000	(2,000.00)
Retirement	001-52-524-500-22000	(1,000.00)
Contractual Svc - Cost Recove	001-52-524-500-34200	24,580.00
Contractual Svc-Code Violatio	001-52-524-500-34300	19,404.00
Photocopying	001-52-524-500-47100	100.00
Advertising	001-52-524-500-48100	(1,000.00)
Small Tools & Others	001-52-524-500-52200	3,100.00
Executive Salaries	001-57-572-600-11000	500.00
Regular Salaries	001-57-572-600-12000	500.00
Overtime Salaries	001-57-572-600-14000	287.00
Health Insurance	001-57-572-600-23100	4,000.00
Opt-Out Payment	001-57-572-600-23150	(4,000.00)
Contractual Services	001-57-572-600-34000	16.00
Promotional Activity	001-57-572-600-48000	100.00
Promotional - Tree Lighting	001-57-572-600-48005	268.00
Veteran's Day Parade	001-57-572-600-48057	(2,000.00)
Advertising	001-57-572-600-48100	1,600.00
Small Tools & Others	001-57-572-600-52200	1,892.00
Executive Salaries	001-57-571-700-11000	7,000.00
Regular Salaries	001-57-571-700-12000	27,214.00
Other & Part Time Salaries	001-57-571-700-13000	(28,000.00)
Overtime Salaries	001-57-571-700-14000	200.00
Town Retirement Matching	001-57-571-700-22100	(2,000.00)
Health Insurance	001-57-571-700-23100	(3,000.00)
Operating Supplies	001-57-571-700-52000	(2,000.00)
Wage Adjustment 1	001-51-589-900-12600	(12,913.00)
Contribution - Police Actuary	001-51-589-900-91601	(35,672.00)

**Total Budget Increase to General Fund**

**0**

Hurricane Irma Reimbursement	190-337,400	24750
	190-38-000-9000	19470
<b>TOTAL OF STREETS/ROADS REVENU</b>		<b>44220</b>

Traffic Signs & Signals	190-54-541-190-46600	44220
<b>TOTAL OF STREETS/ROAD EXPENSE</b>		<b>44220</b>

Description	G/L_Acct_Number	
<b>REVENUES</b>		
Delinquent Stormwater Assessm	402-311.120	6,498
Miscellaneous Revenue	402-369.100	4,497
Transfer from Fund Balance	402-399.999	282,508
<b>Total Increase to Revenue</b>		<b>293,503</b>
<b>FICA Taxes</b>	402-53-538-402-21000	(800)
Retirement	402-53-538-402-22000	1,000
Town Retirement Matching	402-53-538-402-22100	(500)
Health Insurance	402-53-538-402-23100	2,000
Insurance - Dental	402-53-538-402-23200	75
Insurance - Life	402-53-538-402-23300	30
Insurance - Vision	402-53-538-402-23400	20
Disability	402-53-538-402-23500	50
Contractual Services	402-53-538-402-34000	31,341
Equipment Leases	402-53-538-402-44200	5,500
Uniforms	402-53-538-402-49400	100
Office Supplies	402-53-538-402-51000	100
Gasoline & Diesel Fuel	402-53-538-402-52100	(2,000)
Improvements - Drainage	402-53-538-402-63010	152,682
Machinery & Equipment	402-53-538-402-64100	103,905
<b>Total Capital Outlay</b>		
<b>TOTAL OF STORMWATER EXPENSES</b>		<b>293,503</b>
<b>Total Increase to Expenditures</b>		<b>293,503</b>

Electrical	401-347.614	10,000
Utility Charges	401-347.616	3,000
Gasoline Sales	401-369.200	3,688
Diesel	401-369.201	2,100
Miscellaneous Revenue	401-389.190	800
Grants - FIND	401-389.200	11,720
<b>Total Increase to Marina Rev Budget</b>		<b>31,308</b>

**EXPENSES**

Regular Salaries	401-57-579-800-12000	(2,000)
Town Retirement Matching	401-57-579-800-22100	(2,000)
Contractual Services	401-57-579-800-34000	17,794
Repair & Maintenance	401-57-579-800-46000	24,014
Bank Charges / Admin Fees	401-57-579-800-49600	(2,000)
Gasoline	401-57-579-800-52110	(4,500)
<b>Total Increase to Marina Exp Budget</b>		<b>31,308</b>