



# AGENDA

**Community Redevelopment Agency Meeting**  
**Wednesday, June 6, 2018, 6:30 p.m.**  
**Lake Park, Town Hall**  
**535 Park Avenue**

<b>Michael O'Rourke</b>	—	<b>Chair</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Chair</b>
<b>Rhonda "Jo" Brockman</b>	—	<b>Board Member</b>
<b>Erin Flaherty</b>	—	<b>Board Member</b>
<b>Christiane Francois</b>	—	<b>Board Member</b>
<b>Anne Lynch</b>	—	<b>Board Member</b>
<b>Roger Michaud</b>	—	<b>Board Member</b>
<b>John O. D'Agostino</b>	—	<b>Executive Director</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Agency Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Agency Clerk</b>

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

**A. CALL TO ORDER/ ROLL CALL**

**B. PLEDGE OF ALLEGIANCE**

**C. SPECIAL PRESENTATION/REPORT**  
None

**D. PUBLIC COMMENT**

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

**E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete**

a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Special Call CRA Board Meeting Minutes of April 30, 2018 Tab 1

2. Resolution No. 27-06-18 Extending the Current CRA Downtown Landscape Maintenance Contract with Terracon Services, Inc. through Fiscal Year 18/19. Tab 2

F. NEW BUSINESS:

3. Resolution No. 28-06-18 Award of Lease Occupancy of the Community Redevelopment Agency Owned Building Located at 800 Park Avenue, Lake Park, FL. Tab 3

4. Adoption of the Mission and Vision Statements for the Town of Lake Park Community Redevelopment Agency. Tab 4

5. Discussion on Economic Development Incentives. Tab 5

G. EXECUTIVE DIRECTOR REPORT:

H. PUBLIC COMMENT

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

I. BOARD MEMBER COMMENTS

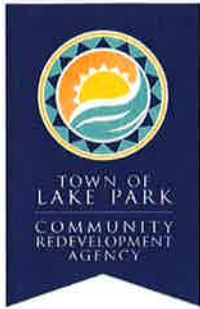
J. REQUEST FOR FUTURE AGENDA ITEMS:

K. ADJOURNMENT

The next scheduled CRA Board Meeting will be conducted on September 5, 2018.

# **Consent Agenda**

# TAB 1



**CRA  
Agenda Request Form**

**Meeting Date: June 6, 2018**

**Agenda Item No. Tab 1**

**Agenda Title: Special Call CRA Board Meeting Minutes of April 30, 2018**

- SPECIAL PRESENTATION/REPORT
- OLD BUSINESS
- DISCUSSION FOR FUTURE ACTION
- CONSENT AGENDA
- NEW BUSINESS: Resolution
- OTHER: General Business

**Approved by Executive Director:** *[Signature]* **Date:** 5-14-18

*Shaquita Edwards*  
*Shaquita Edwards, Deputy Agency Clerk*

<b>Originating Department:</b>  <b>Agency Clerk's Office</b>	Costs: \$ 0.00 Funding Source: Acct. # [ ] Finance _____	<b>Attachments:</b> <b>-Agenda</b> <b>-Minutes</b>
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**Recommended Motion:**

**To approve the Special Call CRA Board Meeting Minutes of April 30, 2018.**



# AGENDA

**Special Call Community Redevelopment  
Agency Meeting  
Monday, April 30, 2018,  
Immediately following  
Commission Workshop  
Lake Park, Town Hall  
535 Park Avenue**

<b>Michael O'Rourke</b>	—	<b>Chair</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Chair</b>
<b>Rhonda "Jo" Brockman</b>	—	<b>Board Member</b>
<b>Erin Flaherty</b>	—	<b>Board Member</b>
<b>Christiane Francois</b>	—	<b>Board Member</b>
<b>Anne Lynch</b>	—	<b>Board Member</b>
<b>Roger Michaud</b>	—	<b>Board Member</b>
<hr/>		
<b>John O. D'Agostino</b>	—	<b>Executive Director</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Agency Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Agency Clerk</b>

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A. **CALL TO ORDER/ ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

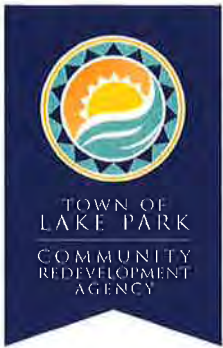
C. **SPECIAL PRESENTATION/REPORT**

None

D. **PUBLIC COMMENT**

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be



**Minutes  
Town of Lake Park, Florida  
Special Call  
Community Redevelopment Agency  
Board Meeting  
Monday, April 30, 2018, 7:07 p.m.  
Town Commission Chamber, 535 Park Avenue**

The Community Redevelopment Agency Board met for a special call meeting on Monday, April 30, 2018 at 7:07 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Rhonda "Jo" Brockman, Christine Francois, Erin Flaherty, and Roger Michaud, Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez. Board Member Anne Lynch was absent.

Agency Clerk Mendez performed the roll call and Chair O'Rourke led the pledge of allegiance.

**Special Presentation/Report:**

**None**

**Public Comment:**

**None**

**Consent Agenda:**

- 1. Special Call CRA Board Meeting Minutes of December 20, 2017.**
- 2. CRA Board Meeting Minutes of March 7, 2018.**

**Motion: Board Member Michaud moved to approve the consent agenda; Board Member Francois seconded the motion.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Roger Michaud	X		
Board Member Anne Lynch			Absent
Board Member Rhonda "Jo" Brockman	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O'Rourke	X		

Motion passed 6-0.

**NEW BUSINESS:**

**3. Invoice Payment to Housing Leadership Council**

Executive Director D’Agostino explained that the Housing Leadership Council of Palm Beach County charged the CRA a fee for their services. He stated that the invoice can be split between the Town and the CRA. He stated that regardless if the Town receives the grant, the retrofitting would be available to the residents of the Town.

The CRA Board discussed the invoice, the work performed by the Housing Leadership Council, which organizations have partnered with the CRA/Town, and splitting the invoice between the Town and the CRA.

Board Member Brockman expressed concern that the Housing Leadership Council invoiced unknowingly the CRA/Town. Executive Director D’Agostino suggested that the invoice be split between the Town and the CRA.

**Motion: Board Member Michaud moved to approve payment of \$5,000 of the Housing Leadership Council of Palm Beach County invoice; Board Member Flaherty seconded the motion.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Roger Michaud	X		
Board Member Anne Lynch			Absent
Board Member Rhonda “Jo” Brockman	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O’Rourke	X		

Motion passed 6-0.

**EXECUTIVE DIRECTOR REPORT:**

Executive Director D’Agostino had no report.

**BOARD MEMBERS COMMENTS:**

**Board Member Francois** had no comments.

**Board Member Brockman** had no comments.

**Board Member Lynch** had no comments.

**Board Member Flaherty** had no comments.

**Board Member Michaud** had no comments.



**Vice-Chair Glas-Castro** had no comments.

**Chair O'Rourke** had no comments.

**ADJOURNMENT**

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Michaud and seconded by Board Member Brockman, and by unanimous vote, the meeting adjourned at 7:51 p.m.

\_\_\_\_\_  
Chair, Michael O'Rourke

\_\_\_\_\_  
Agency Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2018

# TAB 2



CRA  
Agenda Request Form

Meeting Date: June 06, 2018

Agenda Item No. Tab 2

**Agenda Title: Resolution of the CRA Board to Extend the Current CRA Downtown Landscape Maintenance Contract with Terracon Services, Inc. through Fiscal Year 2018-2019.**

- |                          |                              |                                     |                          |
|--------------------------|------------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORT  | <input checked="" type="checkbox"/> | <b>CONSENT AGENDA</b>    |
| <input type="checkbox"/> | OLD BUSINESS                 | <input type="checkbox"/>            | NEW BUSINESS: Resolution |
| <input type="checkbox"/> | DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/>            | OTHER: General Business  |

Approved by Executive Director: [Signature] Date: 4-26-18

Richard Pittman, Project Manager [Signature]  
Name/Title

<b>Originating Department:</b> Public Works	Costs: \$ 93,493.72. Funding Source: CRA Acct. # 110-55-552-520-34000 [X] Finance <u>[Signature]</u>	Attachments: Resolution No. <u>27-06-18</u> Amendment 01 Letter from Terracon Services, Inc. Excerpt from contract (Term) Contract Agreement Schedule of Bid Items
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**Summary Explanation/Background:**

On June 01, 2015 the CRA Board of Commissioners approved a three year contract with Terracon Services, Inc. (Terracon) for CRA Downtown Landscape Maintenance, Bid No. 102-2015 "A". The contract expires on September 30, 2018. The contract provides an option of two, one-year extensions. During the term of the original contract Terracon has performed the services in a satisfactory manner. The CRA Executive Director is recommending that the Commission approve a One Year Contract Extension, effective October 01, 2018 and ending September 30, 2019.

Terracon has agreed to provide services to the CRA based upon the terms and pricing contained in the original contract.

The contract amount for the one year extension of the contract is \$93,493.72, which includes a \$10,000 contingency for fertilization, irrigation repairs, and plant and tree replacement.

The CRA Executive Director recommends that the CRA Board of Commissioners approve Resolution No. 27-06-18 extending the contract with Terracon for Fiscal Year 2018-2019.

**Recommended Motion:** I move approval of CRA Resolution No. 27-06-18.

**RESOLUTION NO. 27-06-18**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A ONE YEAR CONTRACT EXTENSION WITH TERRACON SERVICES, INC FOR LANDSCAPE MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on June 01, 2015, the Town of Lake Park's Community Redevelopment Agency ("CRA") approved a three year contract with Terracon Services, Inc. (Terracon) to provide Landscape Maintenance services within the CRA; and

**WHEREAS**, the term of the contract began October 01, 2015; and

**WHEREAS**, the contract expires on September 30, 2018; and

**WHEREAS**, the contract provides that the CRA may approve two, one-year extensions; and

**WHEREAS**, Terracon has provided Landscape Maintenance services to the CRA in a satisfactory manner since October 01, 2015; and

**WHEREAS**, the CRA as agreed to exercise a one year extension to the contract and Terracon is willing and able to provide the Landscape Maintenance services for the same terms and pricing as set forth in the original contract; for the period from October 01, 2018 through September 30, 2019; and

**WHEREAS**, the CRA Executive Director recommends that the CRA Board approve a one-year extension of the contract with Terracon beginning October 01, 2018 and ending September 30, 2019 for Landscape Maintenance services.

**NOW, THEREFORE BE IT RESOLVED** by the Community Redevelopment Agency of the Town of Lake Park, Florida

**Section 1:** The CRA hereby approves Amendment 01 extending the term of the contract with Terracon for Landscape Maintenance services for the fiscal year 2018-19.

**Section 2:** The CRA hereby authorizes the Executive Director of the CRA to execute Amendment 01 to the contract with Terracon.

**Section 3:** The Executive Director of the CRA is directed to present to the CRA sufficient funds for the extension of the contract with Terracon for Landscape Maintenance services during fiscal year 2018-19.

**Section 4:** Following the approval of the CRA's 2018-2019 fiscal year budget, the CRA Executive Director is authorized to execute the necessary Purchase Order to pay Terracon during fiscal year 2018-19. The Town Manager acting as the CRA Executive Director is authorized to execute the necessary Purchase Order to Terracon Services, Inc. upon budget approval for fiscal year 2018-19.

**Section 5:** This Resolution shall take effect upon its adoption.

**AMENDMENT 01 TO THE AGREEMENT  
WITH  
TERRACON SERVICES, INC.**

THIS AMENDMENT NO. 01 is made an entered into on this \_\_\_\_ day of June, 2018 by and between the Lake Park Community Redevelopment Agency (hereafter referred to as "CRA") and Terracon Services, Inc. (hereafter referred to as "Terracon").

WHEREAS, on June 01, 2015 the CRA approved execution of an Agreement with Terracon under Town Bid No. 102-2015 "A", CRA Downtown Landscape Maintenance; and

WHEREAS, the Agreement expires on September 30, 2018 with an option to renew for two one-year extensions; and

WHEREAS, the CRA and Terracon have mutually agreed to renew the Agreement for one additional year; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the CRA and Terracon agree as follows:

1. The Agreement is renewed for one additional year effective October 01, 2018, and shall expire September 30, 2019.
2. All terms, covenants, and conditions of the Agreement shall remain in full force and effect, except to the extent herein amended.
3. The CRA's estimated expenditure under this Agreement, shall be \$93,493.72 which includes a \$10,000 contingency.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 01 to the Agreement on the date hereinabove first written.

TOWN OF LAKE PARK  
COMMUNITY DEVELOPMENT AGENCY

By: \_\_\_\_\_  
John O. D'Agostino, Executive Director

ATTEST:

By: \_\_\_\_\_  
Vivian Mendez, CMC, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas Baird, Attorney for the CRA

Terracon Services, Inc.

By: \_\_\_\_\_  
Joseph Baglia, Vice President

**WITNESSES:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_



3/20/18

Richard Scherle

Town of Lake Park

Public Works

Richard,

This letter should serve as our intent to extent the current maintenance contracts for one additional year. We will honor the existing terms and pricing for the upcoming year. This is for the period from October 1<sup>st</sup> 2018 to September 30<sup>th</sup> 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Baglia", written in a cursive style.

Joseph Baglia

Vice President

vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Vendor violates the ethical standards set forth in local, state, or federal law;

(7) Vendor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the Town.

(3) Placement of the vendor or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 2-252 within 21 days after the date of notification.

25. **LIQUIDATED DAMAGES:** Not Applicable

26. **CONTRACT TERM**

Each contract will be for a term of three (3) years with the option of two one-year extensions.



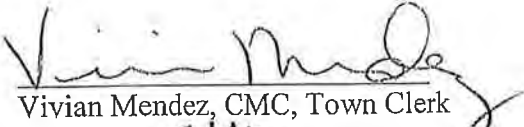
**Contract Agreement**  
**AGREEMENT BETWEEN LAKE PARK CRA AND CONTRACTOR**  
**CONTRACT "A"**  
**DOWNTOWN LANDSCAPE MAINTENANCE**  
**TOWN OF LAKE PARK**  
**TOWN PROJECT #102-2015**

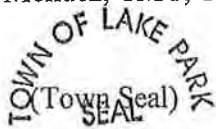
Upon execution by both parties, this Agreement shall serve as the Contract between the LAKE PARK COMMUNITY DEVELOPMENT AGENCY ("Owner") and Terracon Services, Inc. ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Project No.102-2015. All terms, conditions, plans and specifications of No.102-2015, any Addenda, and contractor's accepted bid, dated 05/06/2015 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the CRA'S bid shall take precedence. The total contract amount shall be \$97,104.40 the first year, \$82,836.40 the second year and third years unless changed by amendment to the contract or quantity change.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake Park CRA through its BOARD, signing by and through its Chairman, authorized to execute same by BOARD action on the 1<sup>st</sup> day of June, 2015 and Joseph Baglia, Vice President, Terracon Services, Inc. authorized to execute same.

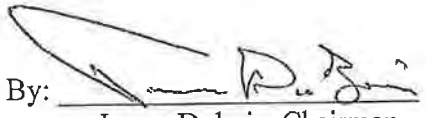
LAKE PARK CRA, through its BOARD

Attest:

  
Vivian Mendez, CMC, Town Clerk

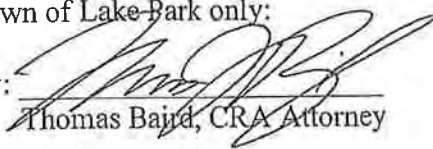


By:

  
James Dubois, Chairman  
5 day of August, 2015

Approved as ~~valid~~ <sup>Florida</sup> and legality  
For the use of and reliance by the  
Town of Lake Park only:

By:

  
Thomas Baird, CRA Attorney

5<sup>th</sup> day of August, 2015

**CONTRACT "A"**  
**LAKE PARK CRA**  
**DOWNTOWN LANDSCAPE MAINTENANCE**  
**SCHEDULE OF BID ITEMS**  
**TOWN PROJECT NO. 102-2015**

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	Indemnification	Yr.	One	\$100.00
2.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52	\$ <u>3,000.00</u>
3.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	42	\$ <u>26,000.00</u>
4.	Operate and inspect irrigation system. Repair damages.	Per event	42	\$ <u>8,000.00</u>
5.	Provide Maintenance of Traffic (M.O.T.) for 10 <sup>th</sup> Street median maintenance work incl. plan approval*	Per Event	42	\$ <u>2,000.00</u>
6.	Prune Ficus hedges; Maintain both sides and height at six feet maximum (unless otherwise noted).	2,768 l.f.	\$ <u>300</u> (L.S.) times 8 events per year. **	\$ <u>1,600.00</u>
7.	Supply labor, equipment and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.	2,768 l.f.	\$ <u>200</u> (L.S.) times 2 events per year.	\$ <u>400.00</u>
8.	Supply labor, equipment and materials to treat Ficus hedges with a liquid spray White Fly pesticide	14,000 s.f.	\$ <u>600</u> (L.S.) 1event per year.	\$ <u>600.00</u>
9.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer	35,757 s.f.	\$ <u>280</u> (L.S.) times 2 events per yr.	\$ <u>560.00</u>
10.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	L.S.	\$ <u>300</u> (L.S.) times 2 events per yr.	\$ <u>600.00</u>
11.	Supply labor, equipment, and material to fertilize palm trees with minimum of five micro-nutrient fertilizer spikes each	243 Trees	\$ <u>2000</u> (L.S.) times 2 events per yr.	\$ <u>4000.00</u>
*	Professionally prepared MOT plan will be required and approved prior to commencing work.			
**	May increase or decrease as needed			

BASE BID (cont.)				
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
12.	Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas	Labor plus materials (Use \$3.40 per sq. ft. for material budget.)	\$ <u>1.00</u> (labor rate + \$3.40 per sq. ft.) times 1,401 sq. ft. times 2 events per yr.	\$ <u>12,328.80</u>
13.	Supply labor, equipment, and material to place two inches of mulch in designated areas	Labor plus materials (Use \$0.40 per sq. ft. for material budget.)	\$ <u>1.00</u> (labor rate + \$0.40 per sq. ft.) times 3,219 sq. ft.; <u>one</u> event per yr.	\$ <u>9,013.20</u> 4,506 <sup>60</sup>
14.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25' high (Trim one-third of all trees each year or the three year contract).	Each	\$ <u>45</u> times 33 trees per yr.	\$ <u>1485.00</u>
15.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25' high (Trim one-third of all trees each year of the three year contract). Include cost for Maintenance of Traffic (M.O.T.)	Each	\$ <u>65</u> times 80 trees per yr.	\$ <u>5200.00</u>

NOTE: All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents. Bid items 7-11 require certified applicator (Incl. certifications on page 55).

TOTAL BASE BID ITEMS 1 THRU 15

SUB-TOTAL: \$ 74,787.00

ALTERNATE I -- BID ITEMS  
TOWN GREENE

ITEM #	ITEM DESCRIPTION (Alternate I)	UNIT	QUANTITY	TOTAL \$
1A.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52 \$ <u>45</u> /wk.	\$ <u>2340.00</u>
2A.	Operate and inspect irrigation system. Repair damages.	Per event	52 \$ <u>70</u> /wk.	\$ <u>3640.00</u>
3A.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	30 \$ <u>200</u> /event	\$ <u>6000.00</u>
4A.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	21,430 s.f.	\$ <u>168</u> (L.S.) times 2 events per yr.	\$ <u>336</u>
5A.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	708 l.f.	\$ <u>70</u> (L.S.) times 2 events per yr.	\$ <u>140</u>

**SCHEDULE OF BID ITEMS (cont.)**

**NOTE:** All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents.

TOTAL BID ITEMS 1A THRU 5A

SUB-TOTAL: \$ 12,456.00

WRITTEN AMOUNT: \$ Twelve thousand Four hundred and Fifty six.

TOTAL BID ITEMS: BASE BID + ALTERNATE I

TOTAL: \$ 87,243.00

WRITTEN AMOUNT: \$ Eighty Seven thousand two hundred and forty three

The following Bid Items are for the First Year of the Contract Only! These costs will NOT be considered in the award process. However, the quote for the 'Initial Maintenance Event' must be representative of the unit prices submitted in the Schedule of Bid Items. Additionally, if the quote documents calls for unit prices, the quote may be rejected if the unit prices reflected on the Quote Form are in excess of or below the reasonable cost analysis values, or if lump sum, quotes may be rejected which are significantly greater or lesser than the estimate for the project.

**INITIAL MAINTENANCE EVENT**

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
1.	Mobilization and registration w/ Town	L.S.	One	\$ <u>200.00</u>
2.	Initial litter collection & disposal, turf cut, string trimming, edging, and power blow; Wet check CRA and Town Greene irrigation systems; Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all overgrowth, dead vegetation and debris; Provide labor and material to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to Ficus hedges; Mulch all beds. All work to be performed as detailed in 'Specific Landscaping Duties' in the "Scope of Work / Technical Specification" section of the contract documents.	Job	One	\$ <u>14,068.00</u>
3.	Provide list of plant material and palm trees (with estimated costs for budgeting purposes) needed for future resets.	Job	One	\$ <u>600.00</u>

TOTAL BID ITEMS 1 THRU 3

TOTAL: \$ 14,868.00

WRITTEN AMOUNT: \$ Fourteen thousand Eight hundred and Sixty eight,

SCHEDULE OF BID ITEMS (cont.)

**BILL-OUT LABOR UNIT PRICES**

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/HR.	COMMENTS
1.	Irrigation Technician	Hourly	\$ 60 / Hr.	
2.	Landscape Foreman	Hourly	\$ 50 / Hr.	
3.	Grounds Maintenance worke	Hourly	\$ 35 / Hr.	
4.	Laborer	Hourly	\$ 35 / Hr.	
5.	Landscape Architect	Hourly	\$ — / Hr.	
6.	Arborist	Hourly	\$ 75 / Hr.	
7.	Fertilizer certified applicator	Hourly	\$ 60 / Hr.	
8.	Pesticide certified applicator	Hourly	\$ 75 / Hr.	
	Other	Hourly	\$ — / Hr.	

Submitted by: Joseph Baglia V.P.

Name of firm: TERRACON SERVICES INC.

Tel. # 561-743-1129

**Bid Due: 11:00a.m. May 13, 2015**

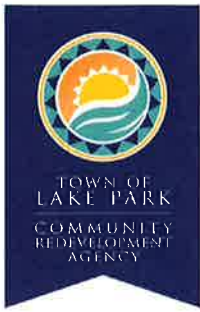
**Submit Bid To: Town Clerk, Town of Lake Park  
535 Park Avenue, Lake Park Fl. 33403**

**Bid to be submitted in sealed envelope clearly marked on the outside  
Lake Park CRA Downtown Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".**

**End of Schedule of Bid Items Contract "A"**

# **New Business**

# TAB 3



CRA  
Agenda Request Form

Meeting Date: June 6, 2018

Agenda Item No.

Tab 3

**Agenda Title: Resolution for Award of Lease for Occupancy of the Community Redevelopment Agency Owned Building Located at 800 Park Avenue, Lake Park, Florida**

- Consent Agenda
- Presentation
- Other
- Discussion/Possible Action
- Resolution

Approved by Executive Director: [Signature] Date: 5-29-18

[Signature]

Name/Title  
ASSISTANT TOWN MGR/HUMAN RESOURCES DIRECTOR

<b>Originating Department:</b>  <b>Human Resources</b>	<b>Costs: \$ -0-</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Resolution; Lease; Copy of Notice of Intent to Award and Proposal Evaluation Ranking Sheets; Copy of Request for Proposals No. 104-2018; and, Copies of Proposals Submitted by the Artists of Palm Beach County, Inc. and the Palm Beach County Surfing History Project, Inc.</b>
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**Summary Explanation/Background:**

On April 1, 2018, the Town of Lake Park Community Redevelopment Agency (CRA) published its Request for Proposals (RFP) No. 104-2018 for a lease arrangement for a Town of Lake Park CRA owned building located at 800 Park Avenue, Lake Park, Florida, with the submittal deadline of 10:00 a.m. on May 1, 2018.

By the May 1, 2018, 10:00 a.m. deadline, the following two Offerors submitted proposals:

Palm Beach County Surfing History Project, Inc.  
335 Flagler Boulevard  
Lake Park, Florida 33403

Artists of Palm Beach County, Inc.  
800 Park Avenue  
Lake Park, Florida 33403

On May 24, 2018 at 2:00 p.m., the Evaluation Committee consisting of the Finance Director (as Chair), Town Manager, Assistant Town Manager/Human Resources Director, Public Works Director, Grants Writer and Deputy Town Clerk met in a publicly noticed meeting for the purpose of evaluating each of the above proposals.

Copies of the proposals submitted by the Palm Beach County Surfing History Project, Inc. and the Artists of Palm Beach County, Inc. are attached hereto. The Resolution, a copy of the Notice of Intent to Award and copies of the proposal evaluations sheets are also attached.

**Recommended Motion: I move to adopt Resolution 28-06 -2018.**

# **RESOLUTION**

**RESOLUTION NO. 28-06-18**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE THE LEASE AGREEMENT WITH THE PALM BEACH COUNTY SURFING HISTORY PROJECT, INC. FOR LEASE OCCUPANCY OF THE 800 PARK AVENUE BUILDING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Lake Park has previously created a Community Redevelopment Agency (CRA) pursuant to Section 163.356, Florida Statutes; and

**WHEREAS**, the Lake Park CRA has all of the statutory powers conferred upon it by Section 163.370, Florida Statutes; and

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

**WHEREAS**, the Lake Park CRA solicited proposals for the lease occupancy of the Lake Park CRA-owned building located at 800 Park Avenue, Lake Park, Florida; and

**WHEREAS**, the Lake Park CRA complied with the requirements of the Code of Ordinances of the Town of Lake Park and Florida Statutes pertaining to the competitive solicitation of products and commodities; and

**WHEREAS**, the Lake Park CRA has determined that it is in the best interest of the CRA to enter into lease agreement with the Palm Beach County Surfing History Project, Inc. for its lease occupancy of the CRA-owned building located at 800 Park Avenue, Lake Park, Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:**

**Section 1.** The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Lake Park CRA hereby authorizes and directs the Executive Director to execute the lease agreement, which is attached hereto as **Exhibit A**, with the Palm Beach County Surfing History Project, Inc. for lease occupancy of the 800 Park Avenue Building.

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

**LEASE**

## LEASE AGREEMENT

### Commercial Lease

**This Agreement** is made and entered into on \_\_\_\_\_ 2018, between the Town of Lake Park Community Redevelopment Agency ("Lessor"), and Palm Beach County Surfing History Project, Inc. ("Lessee"). Lessee has requested and Lessor has agreed to lease 800 Park Avenue, Lake Park, Florida 33403 and the improvements located thereon ("Leased Premises") under the terms and provisions hereinafter set forth:

#### **I. Term**

1.1 **Term of Lease.** Lessor leases to Lessee the above premises for a term of \_\_\_\_\_ years commencing on \_\_\_\_\_, and terminating on midnight \_\_\_\_\_, or sooner as provided herein.

#### **II. Rent**

2.1 **Rent Payment.** Lessee shall pay to Lessor the base rent of Five Hundred Fifty and no/100ths (\$550.00) Dollars per year for the Leased Premises, at the Finance Department, Town of Lake Park, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403 or such place as Lessor may designate in writing, on the first day of each month of the lease term, plus applicable sales tax.

2.2 **Base Rent.** Lessee shall pay to Lessor rent during the term of this lease. Lessee shall pay to Lessor the Basic Rental, as hereinafter provided, in equal monthly installments of Five Hundred Fifty and no/100ths (\$550.00) Dollars in advance on the first day of each full calendar month during the term of this Lease. In addition to the Basic Rental, Lessee shall pay Lessor all applicable taxes then in force, if any, which may be imposed on rents to be received by the Lessor. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Lessor at the above referenced address, unless notified otherwise in writing by Lessor.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Lessee shall pay all applicable sales, use or other tax thereon or on any other sum due under this Lease.

If during the first six (6) months of the term of this Lease the Lessee demonstrates an increase in activity to the CRA directly related to Lessee's programs, events, festivals or public attraction to the Leased Premises, the CRA will renegotiate the monthly rent payment to below the current monthly base rental of Five Hundred Fifty and no/100ths (\$550.00) Dollars.

2.3 **Security Deposit.** Upon signing the lease, the Lessee shall pay to the Lessor an amount equal to one month of base rent as a security deposit which will be held in escrow by the Lessor. The Lessor, at Lessor's option, may use such security deposit to compensate for any damages under this lease.

2.4 **Net Lease.** This is a net lease in which Lessor has no responsibilities except as expressly set out in this Lease. Lessor is not responsible during the lease term for any costs, charges, expenses, and outlays of any nature arising from or relating to the Leased Premises and lease, and Lessee shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the premises and lease except as expressly set out in this lease.

2.5 **Late Payment Charge.** Lessee shall be assessed a late payment charge equal to five (5) percent of the monthly payment due and payable for any monthly payment received after the tenth day of the month in which the payment is due and payable, which charge becomes immediately due and payable.

2.6 **Sales Tax.** In addition to the above rent, Lessee will pay Lessor all applicable sales taxes, if any, which may be imposed on rents to be received by the Lessor.

2.7 **Proration of Rent.** If Lessor delivers possession on other than the first day of the month, Lessee will occupy the Leased Premises under the terms of this lease and, the *pro-rata* portion of the monthly rent for said month will be paid upon Lessor's delivery of possession.

### **III. Repairs and Maintenance**

3.1 **Repairs and Maintenance to the Exterior.** Lessor shall provide normal maintenance to the exterior of the Leased Premises, including but not limited to, repairs to the exterior of the building of which the Leased Premises are a part, including but not limited to repairs to roof, exterior walls, foundations, floor construction, pipes and conduits leading to the Leased Premises from utility installations, sidewalks, parking areas and curbs. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

3.2 **Repairs and Maintenance to the Interior.** Lessee shall provide normal maintenance to the interior of the Leased Premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the Leased Premises. Lessee shall at all times keep the Leased Premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the Leased Premises. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

### **IV. Signage**

4.1 Lessee may erect and maintain an exterior sign that must be in compliance with the Park Avenue Downtown District signage requirements as set forth in the Town of Lake Park Code of Ordinance and only upon advance written approval of Lessor. Lessor shall not unreasonably withhold approval for the placement of signs. Lessee shall be responsible for obtaining and paying for all permits required for the erection of any sign. Lessee shall replace or repair all signage as necessary to maintain same in good working order. Lessee shall remove all signage at

the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

Lessor will work with Lessee to identify possible signage locations on adjacent City-owned property or right-of-way for appropriate, code-compliant signage.

## **V. Use of Premises**

5.1 The Leased Premises may be used by Lessee for any lawful purposes whatsoever. Furthermore, Lessee shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the Leased Premises, or restrictions recorded in the public records, as applicable.

## **VI. Assignment and Subletting**

6.1 Lessee shall not assign this lease, or sublet or grant any concession or license to use the Leased Premises or any part thereof. Any assignment, subletting, concession, or license, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option terminate this lease.

## **VII. Alterations, Improvements and Liens**

7.1 Lessee shall make no alterations to the physical structure of the Leased Premises or the parking lot or construct any building or make other improvements on the Leased Premises without the advance written approval of Lessor. All alterations, changes, and improvements built, constructed or placed on the Leased Premises by Lessee, with the exception of movable personal property shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and shall remain on the Leased Premises at the expiration or sooner termination of this lease.

7.2 Lessee has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Lessor, or of any interest of Lessor in the Leased Premises or in the buildings or improvements thereon without the advance written approval of Lessor. Should Lessee cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the Leased Premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Lessor nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Lessee shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements and repairs caused by Lessee, and contractors, labor and material utilized therein.

If any act or omission (or alleged act or omission) of Lessee results in any construction or mechanic's or other lien, charge or order for the payment of money shall be filed against the Leased Premises or any building or improvement thereon, or against Lessor or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used



in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Lessee shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge or order for payment must be presented by Lessee in writing with the proper supporting documentation to Lessor. Failure to perform hereunder shall be deemed an event of default under this Lease.

## **VIII. Utilities**

8.1 **Utility Services.** Lessee shall be responsible for arranging and paying for all utility services required on the Leased Premises. Lessee shall post the necessary deposits to obtain utilities services.

## **IX. Entry for Inspection and Repairs**

9.1 Lessor shall have the right to enter the Leased Premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the Leased Premises.

## **X. Waste, Nuisance, or Unlawful Use**

10.1 Lessee agrees that it shall not commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Leased Premises to be used in an unlawful manner.

## **XI. Destruction of Premises and Eminent Domain**

11.1 In the event the Leased Premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Lessee, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

11.2 Should only a part of the Leased Premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, the rent shall abate in the proportion which the injured part or portion of the Leased Premises bears to the whole Leased Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

11.3 A condemnation award shall belong exclusively to Lessor.

## **XII. Waivers**

12.1 A waiver by Lessor of a breach of any covenant or duty of Lessee under this lease can only be done in writing, and shall not constitute a blanket waiver.

### **XIII. Notices**

13.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Lessor: John O. D'Agostino  
CRA Executive Director  
Town of Lake Park Community Redevelopment Agency  
535 Park Avenue  
Lake Park, Florida 33403

To Lessee: Tom Warnke  
Executive Director  
Palm Beach County Surfing History Project, Inc.  
800 Park Avenue  
Lake Park, Florida 33403

### **XIV. Default**

14.1 Lessee shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Lessee under any bankruptcy act, (ii) Lessee fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (iv) Lessee fails to open, within 90 days of the date this Commercial Agreement is signed, a business on the Leased Premises, or (v) Lessee fails to consistently maintain the business so it is open to the public or (vi) If any judgment, claim of lien or any attachment or execution against any of the Leased Premises for any amount, resulting from any action, inaction or omission on the part of Lessee, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days. Notwithstanding the foregoing, Lessee shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the Leased Premises, resulting from any action, inaction or omission on the part of Lessee, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

14.2 Should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may time to time, without terminating this lease relet the Leased Premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Lessor in their sole discretion may deem advisable with a right to make alterations and repairs to the Leased Premises. On each such reletting (a) Lessee shall be immediately liable to pay Lessor, in addition to any indebtedness other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the Leased Premises for such period on such reletting; or (b) at the option of Lessor, rents received by Lessor from such

reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Lessor by the new Lessee, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Lessor shall be construed as an election on the part of Lessor to terminate this lease unless the written notice of such intention is given to Lessee or unless the written notice of such intention is given to Lessee or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Lessee all damages they may incur by reason of such breach, including the cost of recovering the Leased Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

14.3 Notwithstanding the foregoing, In the event Lessee defaults under any terms of this lease, Lessor may elect on written notice to Lessee to accelerate all payments of monies due Lessor during the term of this lease, which payments will be immediately due and payable in full without further notice to Lessee.

14.4 Lessee shall be responsible for and shall pay any and all attorney's fees and cost incurred by Lessor arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Lessor by this lease and Florida law.

14.5 By signing this Agreement Lessee hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Lessor shall not be liable or responsible for storage or disposition of Lessee's personal property.

## **XV. Entire and Binding Agreement**

15.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Lessee and Lessor and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

## **XVI. Insurance**

16.1 Lessee shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- (A) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee. The offeror shall also reimburse on a fiscal year basis and throughout the term of the lease the Town of Lake Park Community Redevelopment Agency for 100 percent of any premiums paid by the Town of Lake Park Community Redevelopment Agency for any property and liability insurance covering the building located at 800 Park Avenue, Lake Park, Florida (the "Premises") and its contents.
- (B) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

The Town of Lake Park Community Redevelopment Agency shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. There shall be a 30 day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the CRA's verification and approval as part of the town's evaluation of the proposal. The CRA may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

The offeror shall submit, no later than ten days after award and prior to commencement of any work, a Certificate of Insurance naming the Town of Lake Park Community Redevelopment Agency as an additional insured and documenting that all of the above requirements have been met.

Additionally, the Lessee shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Lessee shall also have Liquor Liability insurance naming the Town of Lake Park Community Redevelopment Agency as an additional named insured.

#### **XVII. Lessee's Acceptance of Leased Premises**

17.1 Lessee acknowledges that Lessee has examined the Leased Premises, including but not limited to, the land, improvements located thereon and fixtures on or in the Leased Premises, and agrees to accept the same in an "AS IS" condition **as of May 1, 2018**, without any further responsibilities on the part of Lessor for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease or as agreed upon by both parties.

17.2 Lessee represents to Lessor that Lessee has made all investigations deemed necessary by Lessee and that Lessee is familiar with the Leased Premises and has made a complete physical inspection thereof, and has conducted such independent investigations as Lessee deems necessary or appropriate concerning the Leased Premises. Lessee hereby recognizes that Lessee is relying solely on its own inspection, investigation and analysis of the foregoing matters in leasing the Leased Premises and not relying in any way on any representations, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Lessor, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

17.3 Lessor makes no warranty of any type, either express or implied, as to the physical condition of the Leased Premises, including but not limited to, the roof and other structural components and improvements. Lessor has received no notice from any governmental agency as to a currently uncorrected building or safety code violation.

#### **XVIII. Time of the Essence**

18.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

#### **XIX. Subordination of Lease**

19.1 Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

## **XX. Radon Gas Disclosure**

20.1 Radon Gas. Radon Gas 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 a period of 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 public health unit.

## **XXI. Severability**

21.1 In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

## **XXII. Hold Harmless and Indemnification**

22.1 Lessee shall indemnify and hold harmless Lessor from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Lessee connected with either (i) Lessee's use, operation or condition hereafter of the Leased Premises, (ii) the failure of Lessee to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the Leased Premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the Leased Premises, or (vi) any negligent or willful act or omission by Lessee, or any of its agents, contractors, servants, employees, licensees, customers, guest or invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property. This will be as to the extent of the insurance.

## **XXIII. Recording**

23.1 This lease shall not be recorded in any public records. Should Lessee record this lease in the public records of the county in which the Leased Premises is located, such action will be deemed a default under this lease.

## **XXIV. Environmental Impact**

24.1 Lessee will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the Leased Premises, except for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the Leased Premises.

Lessee will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the Leased Premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the Leased Premises.

Lessee will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

Lessee will indemnify and hold harmless Lessor from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the Leased Premises or release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, or under Leased Premises which are caused by or as result of the use of the Leased Premises by Lessee. Lessee will indemnify and hold Lessor harmless from and against any and all loss of rentals or decrease in property values arising from Lessee's breach of this provision, provided that no liability will arise under this sentence if Lessee completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

## **XXV. Miscellaneous**

25.1 Submission of this lease to Lessee does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Lessor and Lessee and until such time as any deposit and advance rent paid by Lessee to Lessor in connection with this lease has been cleared by Lessee's bank.

25.2 Governmental penalties, fines or damages imposed on any portion of the Leased Premises as a result of the activities of Lessee, its employees, agents or invitees shall be paid by Lessee within three (3) days of the earlier of the governmental notice to Lessee or Lessor's notice to Lessee. If Lessee fails to pay as required in this section, in addition to all other remedies provided by this Lease, Lessor may pay the sums owed or challenge such administratively or judicially, and Lessee shall pay all sums owed and all of Lessor's costs plus a five percent (5%) administrative fee to Lessor upon demand, as additional rent;

25.3 Lessor makes no express or implied representations, covenants, promises, or warranties that the Leased Premises are suitable for Lessees proposed use or that Lessor or Lessee will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Lessee's business as specified herein.

25.4 No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

25.5 Lessee shall upon execution of this lease complete the required zoning application and submit it to the Town of Lake Park Community Development Department.

**In Witness Whereof**, the parties have executed this lease as of the day and year first above written.

**Lessor:**

**TOWN OF LAKE PARK COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Print Name: John O. D'Agostino  
CRA Executive Director

**Lessee:**

**PALM BEACH COUNTY SURFING HISTORY  
PROJECT, INC.**

By: \_\_\_\_\_  
Print Name:  
Position: Authorized Officer

State of Florida  
County of Palm Beach:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by John O. D'Agostino, Executive Director of the Lake Park Community Development Agency, \_\_\_ who is personally known to me or \_\_\_ who produced Florida Driver's License as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

State of Florida  
County of Palm Beach:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by, \_\_\_\_\_, on behalf of the corporation, \_\_\_ who is personally known to me or \_\_\_ who produced Florida Driver's License as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**NOTICE OF INTENT TO AWARD**

## NOTICE OF INTENT TO AWARD

Notice is hereby given by the Town of Lake Park Community Redevelopment Agency of the intent to award a Lease for the occupancy of the Community Redevelopment Agency owned building located at 800 Park Avenue, Lake Park, Florida, pursuant to RFP No. 104-2018 to the following Offeror:

**Palm Beach County Surfing History Project, Inc.  
335 Flagler Boulevard  
Lake Park, Florida 33403**

The award shall be effective upon approval by the Town of Lake Park Community Redevelopment Agency Board at its regular June 6, 2018 meeting, which will be held in the Commission Chamber, Lake Park Hall, 535 Park Avenue, Lake Park, Florida 33403, commencing at 6:30 p.m.

This Notice of Intent to Award, along with the attached proposal evaluation sheets, shall be posted by the Town Clerk on the Town of Lake Park's official website five (5) business days prior to the June 6, 2018 Community Redevelopment Agency Board meeting.

All Offerors have the right to protest this intent to award pursuant to Section 2-252 of the Town's purchasing Ordinance.

**Issued by: Town of Lake Park/Community Redevelopment Agency**

**Office of the Town Manager/Community Redevelopment Agency Executive Director**

**May 25, 2018**



John O. D'Agostino  
Town Manager/Community Redevelopment  
Agency Board Executive Director

Attachments

*Ann Rosenthal*

**TOWN OF LAKE PARK  
EVALUATION CRITERIA FOR  
REQUEST FOR PROPOSALS NO. 104-2018  
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Artists of Palm Beach County  
Address: 800 Park Ave.  
City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>34</u>
2. Marketing Plan (20 points maximum)	<u>18</u>
3. Record of Performance (10 points maximum)	<u>8</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>8</u>
5. Highest and Best Public Usage (10 points maximum)	<u>8</u>
6. Hours of Operation (10 points maximum)	<u>6.4</u>

Maximum Points Awarded 82.4

*Ann [Signature]*

**TOWN OF LAKE PARK  
EVALUATION CRITERIA FOR  
REQUEST FOR PROPOSALS NO. 104-2018  
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Palm Beach County Surfing History Project  
Address: 738 Park Ave.  
City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>33</u>
2. Marketing Plan (20 points maximum)	<u>17</u>
3. Record of Performance (10 points maximum)	<u>8</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>8</u>
5. Highest and Best Public Usage (10 points maximum)	<u>8</u>
6. Hours of Operation (10 points maximum)	<u>4.1</u>

*no visit letter*  
*- need website comp for volunteers?*  
*> difficult to follow information*  
*- not a lg. L.P. focus*  
*- had to go on website to locate P*

*Wed, Sun : 12-4  
Th - Sat : 12-5*

**Maximum Points Awarded** 78.1

John D'Agostino

TOWN OF LAKE PARK  
EVALUATION CRITERIA FOR  
REQUEST FOR PROPOSALS NO. 104-2018  
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA

Name of Offeror: Palm Beach / Surfacing Museum  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_

<u>Criteria:</u>	<u>Palm Beach</u> <u>Points Awarded:</u>	<u>Surfacing <sup>MUSEUM</sup></u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>15</u>	<u>20</u>
2. Marketing Plan (20 points maximum)	<u>15</u>	<u>18</u>
3. Record of Performance (10 points maximum)	<u>8</u>	<u>10</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>10</u>	<u>10</u>
5. Highest and Best Public Usage (10 points maximum)	<u>10</u>	<u>10</u>
6. Hours of Operation (10 points maximum)	<u>5</u>	<u>0</u>
		<u>68</u>

Maximum Points Awarded 63

TOWN OF LAKE PARK  
 EVALUATION CRITERIA FOR  
 REQUEST FOR PROPOSALS NO. 104-2018  
 FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
 COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
 LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA

Name of Offeror: ARTISTS OF PBC INC.  
 Address: 800 PARK AVE, LAKE PARK FL 33403  
 City/State/Zip Code: LAKE PARK, FL, 33403

Criteria:

Points Awarded:

- |  |           |  |
|--|-----------|--|
| 1. Experience, Qualifications and Financial Capability<br>(40 points maximum)  | <u>37</u> |  |
| 2. Marketing Plan<br>(20 points maximum)   | <u>19</u> | - more media engagement that is proactive                        |
| 3. Record of Performance<br>(10 points maximum)  | <u>10</u> |  |
| 4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition<br>(10 points maximum) | <u>10</u> |  |
| 5. Highest and Best Public Usage<br>(10 points maximum)  | <u>5</u>  | <del>seems to attract thousands,</del><br>as opposed to hundreds |
| 6. Hours of Operation<br>(10 points maximum)   | <u>10</u> | - more accessible  |

Maximum Points Awarded 91

R. Scharle

**TOWN OF LAKE PARK  
 EVALUATION CRITERIA FOR  
 REQUEST FOR PROPOSALS NO. 104-2018  
 FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
 COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
 LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Palm Beach County Surfing History Proj.  
 Address: 335 Flagler Blvd  
 City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>	
1. <b>Experience, Qualifications and Financial Capability</b> (40 points maximum)	<u>40</u>	- more financial visibility
2. <b>Marketing Plan</b> (20 points maximum)	<u>15</u>	
3. <b>Record of Performance</b> (10 points maximum)	<u>10</u>	
4. <b>Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition</b> (10 points maximum)	<u>10</u>	
5. <b>Highest and Best Public Usage</b> (10 points maximum)	<u>10</u>	- seems to attract thousands vs hundreds
? 6. <b>Hours of Operation</b> (10 points maximum)  i did not see - went to website	<u>5</u>	- limited hours
<b>Maximum Points Awarded</b>	<u><del>85</del> 90</u>	

R. Schalk

**TOWN OF LAKE PARK  
EVALUATION CRITERIA FOR  
REQUEST FOR PROPOSALS NO. 104-2018  
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Palm Beach County Surfing Project  
Address: 738 Park Avenue  
City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>
1. Experience, Qualifications and Financial Capability (40 points maximum)	<u>30</u>
2. Marketing Plan (20 points maximum)	<u>10</u>
3. Record of Performance (10 points maximum)	<u>10</u>
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points maximum)	<u>10</u>
5. Highest and Best Public Usage (10 points maximum)	<u>5</u>
6. Hours of Operation (10 points maximum)	<u>5</u>

Maximum Points Awarded 70

*Shaynto Edwards*



**TOWN OF LAKE PARK  
EVALUATION CRITERIA FOR  
REQUEST FOR PROPOSALS NO. 104-2018  
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Artists of Palm Beach County  
Address: 800 Park Avenue  
City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>
1. <b>Experience, Qualifications and Financial Capability</b> (40 points maximum)	<u>30</u>
2. <b>Marketing Plan</b> (20 points maximum)	<u>15</u>
3. <b>Record of Performance</b> (10 points maximum)	<u>10</u>
4. <b>Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition</b> (10 points maximum)	<u>10</u>
5. <b>Highest and Best Public Usage</b> (10 points maximum)	<u>10</u>
6. <b>Hours of Operation</b> (10 points maximum)	<u>5</u>

**Maximum Points Awarded** 80

*Shayna Elmer*

**TOWN OF LAKE PARK  
EVALUATION CRITERIA FOR  
REQUEST FOR PROPOSALS NO. 104-2018  
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: City of Palm Beach County  
Address: 800 Park Avenue  
City/State/Zip Code: Lake Park, FL 33403

<u>Criteria:</u>	<u>Points Awarded:</u>
1. <b>Experience, Qualifications and Financial Capability</b> (40 points maximum)	<u>20</u>
2. <b>Marketing Plan</b> (20 points maximum)	<u>5</u>
3. <b>Record of Performance</b> (10 points maximum)	<u>10</u>
4. <b>Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition</b> (10 points maximum)	<u>10</u>
5. <b>Highest and Best Public Usage</b> (10 points maximum)	<u>10</u>
6. <b>Hours of Operation</b> (10 points maximum)	<u>0</u>

Maximum Points Awarded 50

*Bonnie M. Hobbs*

**TOWN OF LAKE PARK  
 EVALUATION CRITERIA FOR  
 REQUEST FOR PROPOSALS NO. 104-2018  
 FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
 COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
 LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

Name of Offeror: Palm Beach County Sheriff's Office  
 Address: 335 S. Ocala Blvd W  
 City/State/Zip Code: Lake Park, FL 33402

<u>Criteria:</u>	<u>Points Awarded:</u>
1. <b>Experience, Qualifications and Financial Capability</b> (40 points maximum)	<u>40</u>
2. <b>Marketing Plan</b> (20 points maximum)	<u>0</u>
3. <b>Record of Performance</b> (10 points maximum)	<u>10</u>
4. <b>Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition</b> (10 points maximum)	<u>10</u>
5. <b>Highest and Best Public Usage</b> (10 points maximum)	<u>10</u>
6. <b>Hours of Operation</b> (10 points maximum)	<u>0</u>

Maximum Points Awarded 70

*Bonnie McAlister*

**REQUEST FOR PROPOSALS**

**NO. 104-2018**



## **REQUEST FOR PROPOSALS FOR A**

### **LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

#### **REQUEST FOR PROPOSALS (RFP) NO. 104-2018**

**NOTICE IS HEREBY GIVEN** that the Town of Lake Park Community Redevelopment Agency (hereinafter referred to as the “CRA”), Florida is accepting sealed Proposals from qualified non-profit 501(c)(3) tax exempt organizations for lease occupancy of the 2,200 square foot building located at 800 Park Avenue, Lake Park, Florida, in accordance with the terms, conditions and specifications contained in this RFP. The building is currently being used as an art gallery.

#### **Submitting Proposals**

**All sealed proposals must be submitted with an original and three (3) copies in sealed envelopes/packages to the following address:**

**Town of Lake Park  
Office of the Town Clerk, Town of Lake Park  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403**

**PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS “PROPOSAL FOR LEASING ARRANGEMENT FOR A TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING LOCATED AT 800 PARK AVENUE, LAKE PARK FLORIDA, RFP NO. 104-2018.**

**Sealed proposals must be received on or before 10:00 a.m. Eastern Time on May 1, 2018 at which time all proposals will be publicly opened and read in the Commission Chamber of the Lake Park Town Hall. Proposals received after this time shall be returned unopened. Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute “submittal” as required by this solicitation. The Town Clerk’s time stamp shall be conclusive as to the timeliness of each submittal.**

**PLEASE NOTE THAT PROPOSALS WILL NOT BE ACCEPTED BY FAX OR BY EMAIL.**

**Proposal Documents**

**Offerors desiring copies of the RFP document for use in preparing a proposal may obtain a set of such documents by visiting or calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m. Eastern Time, Monday–Friday.**

Proposals shall be submitted on the form(s) provided and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. Proposals must include all information requested. Any corrections made to entries on any proposal form(s) shall be initialed where changed by the person signing the proposal in BLUE ink.

Should any information requested not be provided or if the proposal should be received unsigned on the proposal sheet ('PROPOSAL FORM'), such proposal shall be considered non-responsive and subject to rejection.

All proposal prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal. No offeror may withdraw his or her proposal within 90 calendar days after the proposal opening date.

All Offerors are advised that the CRA has not authorized the use of the CRA logo by individuals or entities responding to CRA requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All Offerors are advised that the CRA will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Offerors shall demonstrate a satisfactory record of performance on projects of a similar magnitude, scope, value, and trade as this project as documented by their Letters of Reference which must be submitted as part of their proposals, which shall be verified by the CRA.

Award of the Proposal will be made at a meeting of the CRA Board.

The CRA reserves the right to accept or reject any or all Proposals (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the proposal(s) which in its judgment best serves the CRA.

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**Vivian Mendez, CMC, Town Clerk  
Town of Lake Park, Florida**

Published on: April 1, 2018, Palm Beach Post

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**OFFEROR'S CERTIFICATION**

**I certify that this proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 37 inclusive of this Request for Proposals as well as any special instructions if applicable.**

**CORRECT LEGAL NAME OF OFFEROR:**

---

**SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:**

---

**TITLE:**

---

**TYPED/PRINTED NAME OF AUTHORIZED AGENT:**

---

**ADDRESS:**

---

---

**PHONE NO:**

(      ) \_\_\_\_\_



**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.1 Definitions:**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amendment: A modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

Blanket purchase order: A purchase order under which vendor agrees to provide goods and/or services to a purchaser on a demand basis.

Certificate of contract completion: A form which indicates that a project has been satisfactorily completed and the contractor has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

Certificate of insurance: A document which shows proof of insurance, coverage, types and amounts.

Change order: A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.

Commodities: Anything defined in 287.012(5), F.S.

Consultants Competitive Negotiation Act (CCNA): The state statute that applies to the acquisition of architectural, engineering, landscape architectural or surveying and mapping services where the estimated cost of the planning or study activity with professional services fees exceeds \$35,000.00 (the Category Two threshold amount), or where the estimated basic project construction cost exceeds \$325,000.00 (the Category Five threshold amount).

Consulting services – non-CCNA: If the solicitation is not for architectural, engineering, landscape architecture or surveying, the CCNA bidding process is not to be utilized.

Contract: An agreement with sufficient consideration between two or more parties which sets forth the total legal obligations of the parties.

Cooperative purchasing: A method of purchasing the same goods or services with the same terms and conditions utilizing a contract issued by another public agency that has fulfilled the requirements of competitive solicitation (commonly referred to as “piggybacking”).

Debarment: The exclusion, for cause, of an offeror or contractor from bidding and/or receiving a contract to do business with the town.

Design-build: The requirement for which a single contract with a design-build firm is entered into for the design and construction of a capital improvement construction project.

Designee: A duly authorized representative of a person, organization, or agency.

Discrimination: Any offeror that has been placed on the discrimination vendor list as defined by F.S. § 287.134, shall not be able to transact business with the town to the extent as specified in § 287.134 (2) (b).

Emergency purchase: Procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the town and/or its citizens or would create a hardship on the reasonable conduct of business in a timely fashion. Lack of planning, or funding surpluses, do not justify emergency purchases.

Estimate: A stated expectation of price based upon time, quantity or other qualifiers.

Evaluation committee: A committee comprised of town employees established for the purpose of evaluating bids and proposals submitted in response to invitations for bids or requests for proposals for purchases with an estimated cost of \$25,000 or more. The evaluation committee shall have no less than three voting members and shall consist of the following:

- (1) The originating department director who in conjunction with the finance director appoints the other members of this committee; and
- (2) The finance director who shall chair the evaluation committee as a non-voting member.
- (3) The town attorney shall provide advisory legal assistance as requested.

Health services: The procurement of any medical functions not covered by insurance, including but not limited to pre-employment physicals, random drug screening, medical consultations, and the contractual employment of the medical director for the county fire department.

Invitation for bids: A written or electronically posted solicitation for competitive sealed bids.

Local merchant: A merchant whose primary place of business is located within the municipal boundaries of the Town of Lake Park, Florida, and which has possessed a valid Town of Lake Park Business Tax Receipt for a minimum of one continuous year prior to the issuance of the invitation for bids or request for proposals.

Mandatory bid amount: The threshold dollar amount established as policy by the town commission at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein. The mandatory bid amount is \$25,000.00 as established by the town commission.

Minority business enterprise (certified): A business as defined by F.S. § 288.703 (1).

Minority person: A person defined by F.S. § 288.703.

Nonresponsive respondent: Any offeror responding to an invitation to bid, request for proposals, or request for statement of qualifications that does not submit the required signed documents or submits incomplete documents and/or information.

Notice to proceed: A written notification from the town to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

Originating department: The town department issuing the invitation to bid, request for proposals, or request for statement of qualifications.

*Palm Beach County Merchant:* A merchant whose primary place of business is located within the boundaries of Palm Beach County, Florida, and which has possessed a valid Palm Beach County Local Business Tax Receipt for a minimum of one (1) continuous year prior to the issuance of the invitation for bids or request for proposals.

*Person:* Any business, individual, union, committee, club, or organization, or group of individuals.

*Procurement:* Buying, purchasing, renting, leasing or otherwise acquiring any commodities and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the town.

*Project manager:* A person designated by the town manager to manage and to ensure compliance with contracts which he/she originates

*Proposal:* An executed formal document submitted by an offeror to the town stating the goods and/or service offered to satisfy the need as described in a request for proposals (RFP),

*Proposal Criteria:* The basis upon which the Town will rely to determine acceptability of a proposal as stated in the Request for Proposals including, but not limited to inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose, experience of the offeror, and other evaluation criteria. Those criteria that will affect the price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total cost or life cycle costs.

*Public entity crime:* A violation as defined in F.S., § 287.133(1)(g).

*Public notice:* The required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective offerors for a reasonable/required period of time as determined by the town manager, which shall, at a minimum, include:

- (1) Posting public notice on the town's official website; and
- (2) Notice in a newspaper of general circulation when required by applicable law.

The public notice shall describe the goods or services sought, and state the date, time and place of the bid/proposal/solicitation opening.

*Purchasing agent:* The town manager pursuant to Chapter 2, Article III, § 2-82 of the Town's Code of Ordinances.

*Request for a Quote:* An oral or written request for written pricing or services, information for commodities or contractual services.

*Request for letters of interest:* A solicitation of responses from interested and prospective offerors to provide information and/or specifications in order to determine qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the offeror may be given latitude in order to develop a product and/or service which will fulfill the need.

Request for proposal (RFP): A written or electronically posted solicitation for competitive sealed proposals.

Request for information: A written or electronically posted request made by the town to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the town in the form of a binding contract.

Requisition: An internal document generated by the originating department and forwarded to the town manager or finance director requesting purchase of commodities and/or services.

Responsible offeror, proposer, or respondent: A person or business entity who has the capability in all respects to fully perform fully the contract requirements, and the integrity and reliability that will assure good faith performance.

Responsive bid, proposal or reply: A bid, proposal or reply submitted by a responsive and responsible offeror that conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

Responsive bid proposal: A bid proposal, or reply submitted by a responsive and responsible offeror which conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid proposal, or reply that conforms in all material respects to the request for proposal.

Sales tax recovery: An option, resulting from the town's tax exempt status, reserved by the town to purchase all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier.

Sole source: The only existing source of an item or service which meets the needs of the originating department as determined and documented by a reasonable analysis of the marketplace. If in the process of a public bid, only one response is received, the town manager or finance director may proceed as a sole source purchase.

Specification: A concise statement of terms, conditions and a set of requirements to be satisfied by a product, material, service, or process used in a request for proposals and request for statement of qualifications. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction item for delivery.

Surety bonds: A document from the contractor, which is issued to guarantee that an obligation will be fulfilled. The nature of the obligation determines the type of bond that will be issued. The types of surety bonds include: license and permit bonds, public official bonds, bid, performance, labor, material and payment bonds.

Suspension: The temporary debarment of an offeror for a period not to exceed three years.

Town: The Town of Lake Park.

Veteran business enterprise: Any business which meets the definition of F.S. § 295.187 (3), and which has been certified by the Department of Management Services.

Warranty: The representation, either expressed or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.

**SECTION 2.**  
**COMPETITIVE SEALED PROPOSAL PROCESS**

**2.1 Proposal Submission:**

Proposals must be submitted in a sealed envelope no later than the time and date set forth as the proposal submittal deadline and at the location specified in this RFP. Any proposals received later than the submittal deadline or at any other location than as specified in this RFP shall not be accepted and shall be returned unopened to the offeror. It shall be the offerors sole responsibility to ensure that its proposal reaches the specified place for receipt of proposals by the specified deadline. The CRA shall bear no responsibility for any failure of the U.S. Postal Service or other courier service to successfully deliver a proposal to the designated delivery location. Submittal of any proposals to any Town office, department, receptionist, or employee other than the Town Clerk's Office does **not** constitute submittal as required by this RFP. It is noted that offerors shall be allowed to withdraw their proposals at any time prior to proposal opening.

All proposals and accompanying documentation received from offerors in response to this RFP shall become the property of the CRA, and will not be returned to the offerors. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the CRA.

**2.2 Proposal Acceptance and Evaluation:**

Proposals shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the criteria set forth in this RFP. Unsolicited alternates will not be considered.

The CRA may, at any time and in its sole discretion, reject all proposals and/or re-advertise for proposals using the same or different specifications and terms and conditions.

**2.3 Proposal Opening:**

Proposals shall be opened publicly in the presence of one or more witnesses at the time and place specified in this RFP. At the time of public opening, the town clerk or designee will officiate at the public proposal opening of sealed proposals received in response to this RFP, and shall announce and record the name of each offeror, the amount of each proposal and such other relevant information as the CRA Executive Director deems appropriate.

**2.4 Public Record:**

Upon award recommendation or ten days after opening, proposals become public records and shall be subject to public disclosure consistent with F.S. ch. 119.

**2.5 Cancelling or Postponing Request for Proposals:**

The town manager acting as the CRA Executive Director or finance director may, prior to a proposal opening, elect to cancel a request for proposals or postpone the date and/or time of submission or opening. In such situations, an addendum will be issued.

## **2.6 Withdrawal of Proposals:**

An offeror can withdraw its proposal up to the time listed for receipt of proposals. If an offeror unilaterally withdraws its proposal without permission after proposal opening, the finance director may suspend the vendor from participating in future proposals for up to three years.

## **2.7 Corrections to Proposals:**

The following shall govern the corrections of information submitted in a proposal when the information is a material factor in determining the responsiveness of the proposal.

- (1) Errors in extension of unit prices or in multiplication, division, addition or subtraction in a proposal may be corrected by the finance director or designee prior to award. In such cases, the unit prices shall not be changed. When offerors quote in words and in figures on items on the proposal sheet and the words and figures do not agree, the words shall govern and the figures shall be disregarded.
- (2) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the low offeror after recommendation to award to the low offeror, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the RFP.

## **2.8 Highlights of Lease Terms:**

- A. The lease shall be a triple net commercial lease whereby the lessee will be responsible for the payment of its operating expenses, utilities (i.e., electricity and water), sanitation, telephone and internet including cable, security alarm services, interior and exterior cleaning, and grounds maintenance of the Premises.
- B. The lessee must maintain a neat interior and exterior working environment and remove all trash from the Premises on a daily basis.
- C. The lessee must pay to the CRA the monthly lease amount of Five Hundred Fifty and no/100ths (\$550.00) Dollars.
- D. Security deposit equal to one month's lease payment is due from lessee upon execution of the lease. Such deposit will be held in escrow.
- E. The Premises are to be accepted by the lessee on an "as is" basis.
- F. Any alterations to the interior or exterior of the Premises must be approved in advance and in writing by the CRA Executive Director and the CRA Board.

**A mandatory pre-bid conference will be held from 2:00 p.m. to 3:00 p.m. Eastern Time on April 10, 2018, in the Commission Chamber, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403**

Any offer for a license to use the Premises identified herein tendered by any real estate broker, real estate agent, attorney or any other person shall be deemed to have been delivered by the principal on whose behalf the offer is submitted and the before named person(s) **shall not** be deemed to be an agent, representative, or facilitator for the CRA.

## **2.9 Requests for Information:**

Any request for clarification or additional information deemed necessary by any Offeror to present a proper proposal shall be submitted **no later than 10:00 a.m. Eastern Time on April 20, 2018**, in writing to the Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park, Florida 33403, or emailed to the Town Clerk at [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov). Any such request must be received in time to allow sufficient time to prepare and disseminate a written response. All valid requests will receive a written response in the form of an addendum addressed to all prospective Offerors.

Such addenda as may be required due to changed conditions or to clarify the specifications will be delivered prior to the date and time set for the advertised opening and shall become a part of the RFP. It is the Offeror's responsibility to ensure they have received all addenda issued.

## **2.9 Insurance Requirements:**

The offeror shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- (1) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee. The offeror shall also reimburse on a fiscal year basis and throughout the term of the lease the CRA for 100 percent of any premiums paid by the CRA for any property and liability insurance covering the building located at 800 Park Avenue, Lake Park, Florida (the "Premises") and its contents.
- (2) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

The CRA shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the proposal demonstrating the required coverages shall be submitted with the offeror's proposal documents. There shall be a 30 day notification to the CRA in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the CRA's verification and approval as part of the CRA's evaluation of the proposal. The CRA may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the CRA with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the CRA, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

Additionally, the Lessee shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Lessee shall also have Liquor Liability insurance naming the Town of Lake Park Community Redevelopment Agency as an additional named insured.

## **2.10 Standards:**

Factors to be considered in determining whether the standard of responsibility for Offerors has been met include whether, in the CRA's determination, an Offeror has:

- A. Demonstrated in its submittal its ability to provide the highest and best public purpose usage of the Premises which shall be defined as a usage that is open to the public and that benefits the public as a whole;
- B. Demonstrated in its submittal how it will provide the best public purpose usage of the Premises;
- C. The ability to obtain all permits and licenses necessary for the conduct of its operation within the Premises;
- D. The ability to comply with all federal, state and municipal laws and regulations involved in the conduct of its operation both within the Premises and involved with the lease and outside the Premises, and shall not seek any waivers from the CRA Board or from the Commission of the Town of Lake Park of any special event fees or costs.
- E. Demonstrated that it meets the standard of responsibility in the CRA's determination by submitting as part of its proposal the following items:
  - (1) Documentation that Offeror has appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual requirements;
  - (2) A satisfactory record of performance on similar projects as set forth by the Offeror's proposal documents and as verified by the CRA;
  - (3) A record of integrity that is satisfactory to the CRA;
  - (4) Documentation that Offeror is legally established and able to contract with the CRA;
  - (5) A **complete** copy of Offeror's 501(c)(3) tax exempt certification letter from the Internal Revenue Service;
  - (6) Documentation showing that Offeror is endorsed and funded by the Palm Beach County Cultural Council;
  - (7) Documentation showing that Offeror is recognized statewide by organizations such as the Florida Association of Museums;
  - (8) Documentation of Offeror's track record of creating special events with a demographic that enhances the CRA area of downtown Lake Park and that it is



- regional in scope and able to bring audiences into Lake Park from outside Palm Beach County;
- (9) Must attract families and children through educational programs;
  - (10) Such standards shall be ranked pursuant to the Evaluation Criteria set forth at paragraph 2.12 of this RFP.

### **2.11 Award:**

Notice of intent to award, along with a tabulation of the proposal results, shall be posted by the Town Clerk on the Town of Lake Park and CRA official websites five (5) business days prior to the commission award. All offerors, or contractors affected by the proposed award of contract will also be notified by the Town Clerk at the time of posting, via telefax or other means, of the intended award. The award shall be effective upon approval by the CRA Board and upon issuance of a purchase order, execution of a contract, or written notice of award by the finance director or CRA Executive Director. The CRA may reject any proposal prior to such issuance. In the event only one proposal is received, the CRA may award to the sole offeror if the proposal is deemed to be reasonable and in the best interests of the CRA or may request new proposals. In the event all proposals exceed budgeted funds, the finance director, with direction of the town manager acting as the CRA Executive Director, in cooperation with the department director of the originating department, is authorized, when time or economic considerations preclude re-solicitation to negotiate an adjustment of the proposal price and/or specifications with the low responsive and responsible offeror in order to bring the proposal within the amount of budgeted funds.

### **2.12 Evaluation Criteria:**

The CRA reserves the right to accept or reject any and all proposals and/or to make award to the lowest responsive and responsible offeror whose proposal meets the requirements and criteria set forth in the request for proposals and whose award will, in the opinion of the CRA, be in the best interest of and most advantageous to the CRA.

Proposals will be evaluated using the criteria set forth below. **Offerors meeting the mandatory submittal criteria by submitting all required documentation will have their proposals ranked and evaluated.** A sample of the form that will be used in assigning points for specific criteria in the evaluation process is attached hereto as **Exhibit A** to this RFP:

(1) **Experience, Qualifications and Financial Capability (40 points):**

Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered;

(2) **Marketing Plan (20 points):**

A marketing plan identifying six (6) major special events to be organized and executed by the Offeror each year which will draw at least 1,000 attendees to the CRA with a demographic that enhances downtown Lake Park and is regional in scope with the ability to bring audiences into Lake Park from outside Palm Beach County. Such marketing plan must include a description of the types of events to be organized and executed by the Offeror; a market analysis of how the Offeror will draw 1,000 attendees; a plan for an advertising and outreach campaign; a list of nonprofit organizations with which the Offeror will partner; and, an explanation of how the public will participate. Offeror must also obtain within three months of the effective

date of the lease a listing with the Tourism Council as a “must see” activity or destination.

(3) **Record of Performance (10 points):**

A satisfactory record of performance on similar projects as set forth by Offeror’s submitted proposal documents and as verified by the CRA;

(4) **Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points):**

(5) **Highest and Best Public Usage (10 points):**

Offeror must provide a satisfactory record of its ability to attract regional inside and outside of Palm Beach County.

(6) **Hours of Operation (10 points):**

Offeror must demonstrate that it will keep the Premises open to the public seven (7) days per week for at least eight (8) hours per day.

The offeror shall supply the above information or documentation to the CRA as part of the proposal documents it submits to the CRA pursuant to the CRA’s request for proposals. If an offeror fails to supply such information the CRA shall consider the proposal documents submitted to be not responsive to the request for proposals and find the offeror nonresponsive.

**2.13 Cone of Silence:**

An offeror shall not communicate with any town elected or appointed official or employee other than a person listed in the proposal or contract documents as the contact person for a particular proposal or contract prior to the time an award decision has been made by the town. Any communication between the offeror and the town shall be submitted in writing to the office of the town clerk as listed in the proposal or contract documents and shall be solely for the purposes of obtaining information or clarification necessary to develop a responsive, accurate proposal or proposal. If an offeror fails to observe this restriction on communications, it shall be grounds for disqualifying the offending offeror from consideration for award of the proposal.

**2.14 Protested Solicitations and Awards:**

**Right to protest.** Any actual or prospective offeror that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the town’s finance director.

**Notice:**

A. A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the finance director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

B. The formal written protest must then be filed at the office of the finance director no later than 5:00 p.m. Eastern Time, within five (5) business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

(1) Identification of the name, address and contact information of the protestant and the solicitation involved;

- (2) A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;
- (3) Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved; and
- (4) A clear statement, in writing, of the specific nature of the relief requested by protestant.
- (5) Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

**The protestant shall mail a copy of the notice of protest and the formal written protest to the finance director, and shall provide the town manager with evidence of such mailing.**

- C. The formal written protest is considered filed with the town when it is received by the finance director and is not timely filed unless it is received by the finance director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the offeror and abrogation of any further bid protest proceedings.
- D. These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Offerors are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

Authority to resolve. The finance director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the finance director within five business days of the date of the written decision, whereby a protest committee, comprised of the finance director, town manager, town attorney, and the department director of the originating department, shall have the authority to settle and resolve the protest.

Proceedings. The finance director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

- A. At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.
- B. In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

- C. The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
- D. A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.
- E. If it is deemed that the solicitation or award is in violation of law or the procedures outlined herein, the solicitation or award shall be cancelled or revised.
- F. If it is determined that the solicitation or award should be upheld, the finance director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

Stay of procurement during protests. In the event of a timely protest, the finance director shall not proceed further with the solicitation or with the pending award of the contract until the finance director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

Reservation of powers to settle actions pending before the courts. Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

Damages. In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

## **2.15 Suspension and Debarment:**

(a) *Suspension.* An offeror may be suspended for a period not to exceed two years as determined by the finance director based upon the following:

- (1) Offeror defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the town;
- (2) Offeror commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the town;
- (3) Offeror is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (4) Offeror is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the offeror found not guilty, the suspension shall be

lifted automatically upon written notification and proof of final court disposition provided by the offeror to town;

(5) Offeror becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Offeror violates the ethical standards set forth in local, state, or federal law;

(7) Offeror fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* An offeror may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the offeror's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the offeror to the town.

(3) Placement of the offeror or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the finance director has determined there is cause to suspend or debar an offeror, the finance director shall notify the offeror in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred offeror initiates protest proceedings pursuant to Section 2-252 of Chapter 2 Article V Division 2 of the Town's Code of Ordinances pertaining to purchasing within 21 days after the date of notification.

## **REQUIRED SUBMITTALS**

**The Offeror must include the following information in its proposal submittal:**

- **A copy of current official Certificate of Status from the Florida Department of State) – PLEASE NOTE THAT A PRINT-OUT OF CORPORATE INFORMATION FROM THE DEPARTMENT OF STATE CORPORATIONS ONLINE PUBLIC INQUIRY WEB PAGE DOES NOT MEET THIS REQUIREMENT;**
- **A complete copy of Offeror's 501(c)(3) tax exempt certification from the Internal Revenue Service;**
- **A copy of Offeror's current audited financial statements covering the three (3) most recent tax years (prepared within 90 days of submittal of this application);**
- **A current certificate of insurance issued not more than 30 calendar days prior to the submission of the proposal demonstrating the required coverages shall be submitted with the offeror's proposal documents;**
- **Three (3) copies of Letters of References each listing the name and telephone of a representative for whom the project was undertaken and who can verify Offeror's performance; and**
- **Copies of current resume of all business principals as well as management and supervisory staff of the Offeror**
- **A copy of the history of Offeror's organization, its adopted mission statement and/ or goals, if any; and**
- **A listing of all locations previously or currently occupied by Offeror, including the full street addresses and contact information of all building lessors.**

The balance of this page is intentionally left blank

**ACKNOWLEDGMENT OF ADDENDA**

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

**PART I:**

**List below the dates of issue for each addendum received in connection with this Solicitation:**

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**PROPOSAL SUBMITTAL SIGNATURE PAGE**

By signing this Proposal, the Offeror certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Full Legal Name of Offeror:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

Mailing Address (if different than Street Address):

\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_ days' net \_\_\_\_\_ days

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

(Signature of authorized agent)

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

Title: \_\_\_\_\_

By signing this document, the Offeror agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL PROPOSAL OF OFFEROR TO BE BOUND BY THE TERMS OF ITS PROPOSAL , FOR NOT LESS THAN 90 DAYS, AND THE OFFEROR'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS RFP. FAILURE TO SIGN THIS RFP WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THIS PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE OFFEROR TO THE TERMS OF ITS PROPOSAL.**



## AFFIDAVITS

### AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the Offeror. Each signature represents a binding commitment upon the Offeror to provide the goods and/or services offered to the Town if the Offeror is determined to be the lowest responsive and responsible Offeror.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Non-Collusion Affidavit

The balance of this page is intentionally left blank

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Offerors must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of the Town of Lake Park or the Town of Lake Park Community Redevelopment Agency.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5 percent in the Offeror's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ to the best of our knowledge, the undersigned Offeror has no potential conflict of interest due to any other Municipalities, Counties, contracts, or property interest for this Proposal.

\_\_\_\_\_ The undersigned Offeror, by attachment to this form, submits information which may be a potential conflict of interest due to other Municipalities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Offeror Name

---

Signature

---

Name and Title (Print or Type)

---

Date

**DRUG-FREE WORKPLACE**

\_\_\_\_\_ is a drug-free workplace and has

(Offeror Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

\_\_\_\_\_

Offeror Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title (Print or Type)

\_\_\_\_\_

Date

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Offeror  
that has submitted a Proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

b. He/She is fully informed respecting the preparation and contents of the attached Request for  
Proposals, and of all pertinent circumstances respecting such RFP.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives,  
employees, or parties in interest, including this affiant, has in any way colluded, conspired,  
connived, or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a  
collusive or sham Proposal in connection with the RFP and lease for which the attached Proposal  
has been submitted or to refrain from proposing in connection with such RFP and lease, or has in  
any manner, directly or indirectly, sought by agreement or collusion or communication or  
conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal  
or any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or the  
Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or  
unlawful agreement any advantage against the Town or any person interested in the proposed  
contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires on: \_\_\_\_\_

## **SAMPLE LEASE AGREEMENT**

**Below is sample lease agreement for this RFP. This is a sample lease only and is subject to revisions. PLEASE DO NOT COMPLETE.**

### **Commercial Lease**

**This Agreement** is made and entered into on \_\_\_\_\_ 2018, between the Town of Lake Park Community Redevelopment Agency ("Lessor"), and \_\_\_\_\_ ("Lessee"). Lessee has requested and Lessor has agreed to lease 800 Park Avenue, Lake Park, Florida 33403 and the improvements located thereon ("Leased Premises") under the terms and provisions hereinafter set forth:

#### **I. Term**

1.1 **Term of Lease.** Lessor leases to Lessee the above premises for a term of \_\_\_\_ years commencing on \_\_\_\_\_, and terminating on midnight \_\_\_\_\_, or sooner as provided herein.

#### **II. Rent**

2.1 **Rent Payment.** Lessee shall pay to Lessor the base rent of Five Hundred Fifty and no/100ths (\$550.00) Dollars per year for the Leased Premises, at the Finance Department, Town of Lake Park, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403 or such place as Lessor may designate in writing, on the first day of each month of the lease term, plus applicable sales tax.

2.2 **Base Rent.** Lessee shall pay to Lessor rent during the term of this lease. Lessee shall pay to Lessor the Basic Rental, as hereinafter provided, in equal monthly installments of Five Hundred Fifty and no/100ths (\$550.00) Dollars in advance on the first day of each full calendar month during the term of this Lease. In addition to the Basic Rental, Lessee shall pay Lessor all applicable taxes then in force, if any, which may be imposed on rents to be received by the Lessor. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Lessor at the above referenced address, unless notified otherwise in writing by Lessor.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Lessee shall pay all applicable sales, use or other tax thereon or on any other sum due under this Lease.

If during the first six (6) months of the term of this Lease the Lessee demonstrates an increase in activity to the CRA directly related to Lessee's programs, events, festivals or public attraction to the Leased Premises, the CRA will renegotiate the monthly rent payment to below the current monthly base rental of Five Hundred Fifty and no/100ths (\$550.00) Dollars.

2.3 **Security Deposit.** Upon signing the lease, the Lessee shall pay to the Lessor an amount equal to one month of base rent as a security deposit which will be held in escrow by the Lessor. The Lessor, at Lessor's option, may use such security deposit to compensate for any damages under this lease.

2.4 **Net Lease.** This is a net lease in which Lessor has no responsibilities except as expressly set out in this Lease. Lessor is not responsible during the lease term for any costs, charges, expenses, and outlays of any nature arising from or relating to the Leased Premises and lease, and Lessee shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the premises and lease except as expressly set out in this lease.

2.5 **Late Payment Charge.** Lessee shall be assessed a late payment charge equal to five (5) percent of the monthly payment due and payable for any monthly payment received after the tenth day of the month in which the payment is due and payable, which charge becomes immediately due and payable.

2.6 **Sales Tax.** In addition to the above rent, Lessee will pay Lessor all applicable sales taxes, if any, which may be imposed on rents to be received by the Lessor.

2.7 **Proration of Rent.** If Lessor delivers possession on other than the first day of the month, Lessee will occupy the Leased Premises under the terms of this lease and, the *pro-rata* portion of the monthly rent for said month will be paid upon Lessor's delivery of possession.

### **III. Repairs and Maintenance**

3.1 **Repairs and Maintenance to the Exterior.** Lessor shall provide normal maintenance to the exterior of the Leased Premises, including but not limited to, repairs to the exterior of the building of which the Leased Premises are a part, including but not limited to repairs to roof, exterior walls, foundations, floor construction, pipes and conduits leading to the Leased Premises from utility installations, sidewalks, parking areas and curbs. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

3.2 **Repairs and Maintenance to the Interior.** Lessee shall provide normal maintenance to the interior of the Leased Premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the Leased Premises. Lessee shall at all times keep the Leased Premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the Leased Premises. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

#### **IV. Signage**

4.1 Lessee may erect and maintain an exterior sign that must be in compliance with the Park Avenue Downtown District signage requirements as set forth in the Town of Lake Park Code of Ordinance and only upon advance written approval of Lessor. Lessor shall not unreasonably withhold approval for the placement of signs. Lessee shall be responsible for obtaining and paying for all permits required for the erection of any sign. Lessee shall replace or repair all signage as necessary to maintain same in good working order. Lessee shall remove all signage at the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

Lessor will work with Lessee to identify possible signage locations on adjacent City-owned property or right-of-way for appropriate, code-compliant signage.

#### **V. Use of Premises**

5.1 The Leased Premises may be used by Lessee for any lawful purposes whatsoever. Furthermore, Lessee shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the Leased Premises, or restrictions recorded in the public records, as applicable.

#### **VI. Assignment and Subletting**

6.1 Lessee shall not assign this lease, or sublet or grant any concession or license to use the Leased Premises or any part thereof. Any assignment, subletting, concession, or license, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option terminate this lease.

#### **VII. Alterations, Improvements and Liens**

7.1 Lessee shall make no alterations to the physical structure of the Leased Premises or the parking lot or construct any building or make other improvements on the Leased Premises without the advance written approval of Lessor. All alterations, changes, and improvements built, constructed or placed on the Leased Premises by Lessee, with the exception of movable personal property shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and shall remain on the Leased Premises at the expiration or sooner termination of this lease.

7.2 Lessee has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Lessor, or of any interest of Lessor in the Leased Premises or in the buildings or improvements thereon without the advance written approval of Lessor. Should Lessee cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the Leased Premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Lessor nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Lessee shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements and repairs caused by Lessee, and contractors, labor and material utilized therein.



If any act or omission (or alleged act or omission) of Lessee results in any construction or mechanic's or other lien, charge or order for the payment of money shall be filed against the Leased Premises or any building or improvement thereon, or against Lessor or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Lessee shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge or order for payment must be presented by Lessee in writing with the proper supporting documentation to Lessor. Failure to perform hereunder shall be deemed an event of default under this Lease.

### **VIII. Utilities**

8.1 **Utility Services.** Lessee shall be responsible for arranging and paying for all utility services required on the Leased Premises. Lessee shall post the necessary deposits to obtain utilities services.

### **IX. Entry for Inspection and Repairs**

9.1 Lessor shall have the right to enter the Leased Premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the Leased Premises.

### **X. Waste, Nuisance, or Unlawful Use**

10.1 Lessee agrees that it shall not commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Leased Premises to be used in an unlawful manner.

### **XI. Destruction of Premises and Eminent Domain**

11.1 In the event the Leased Premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Lessee, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

11.2 Should only a part of the Leased Premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, the rent shall abate in the proportion which the injured part or portion of the Leased Premises bears to the whole Leased Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

11.3 A condemnation award shall belong exclusively to Lessor.

**XII. Waivers**

12.1 A waiver by Lessor of a breach of any covenant or duty of Lessee under this lease can only be done in writing, and shall not constitute a blanket waiver.

**XIII. Notices**

13.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Lessor: John O. D'Agostino  
CRA Executive Director  
Town of Lake Park Community Redevelopment Agency  
535 Park Avenue  
Lake Park, Florida 33403

To Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XIV. Default**

14.1 Lessee shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Lessee under any bankruptcy act, (ii) Lessee fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (iv) Lessee fails to open, within 90 days of the date this Commercial Agreement is signed, a business on the Leased Premises, or (v) Lessee fails to consistently maintain the business so it is open to the public or (vi) If any judgment, claim of lien or any attachment or execution against any of the Leased Premises for any amount, resulting from any action, inaction or omission on the part of Lessee, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days. Notwithstanding the foregoing, Lessee shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the Leased Premises, resulting from any action, inaction or omission on the part of Lessee, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

14.2 Should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may time to time, without terminating this lease relet the Leased Premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Lessor in their sole discretion may deem advisable with a right to make alterations and repairs to the Leased Premises. On each such reletting (a) Lessee shall be immediately liable to pay Lessor, in addition to any indebtedness

other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the Leased Premises for such period on such reletting; or (b) at the option of Lessor, rents received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Lessor by the new Lessee, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Lessor shall be construed as an election on the part of Lessor to terminate this lease unless the written notice of such intention is given to Lessee or unless the written notice of such intention is given to Lessee or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Lessee all damages they may incur by reason of such breach, including the cost of recovering the Leased Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

14.3 Notwithstanding the foregoing, In the event Lessee defaults under any terms of this lease, Lessor may elect on written notice to Lessee to accelerate all payments of monies due Lessor during the term of this lease, which payments will be immediately due and payable in full without further notice to Lessee.

14.4 Lessee shall be responsible for and shall pay any and all attorney's fees and cost incurred by Lessor arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Lessor by this lease and Florida law.

14.5 By signing this Agreement Lessee hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Lessor shall not be liable or responsible for storage or disposition of Lessee's personal property.

## **XV. Entire and Binding Agreement**

15.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Lessee and Lessor and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

## **XVI. Insurance**

16.2 Lessee shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- (A) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee. The offeror shall also reimburse on a fiscal year basis and throughout the term of the lease the Town of Lake Park Community Redevelopment Agency for 100 percent of any premiums paid by the Town of Lake Park Community Redevelopment Agency for any property and liability insurance covering the building located at 800 Park Avenue, Lake Park, Florida (the "Premises") and its contents.
- (B) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

The Town of Lake Park Community Redevelopment Agency shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. There shall be a 30 day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the CRA's verification and approval as part of the town's evaluation of the proposal. The CRA may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

The offeror shall submit, no later than ten days after award and prior to commencement of any work, a Certificate of Insurance naming the Town of Lake Park Community Redevelopment Agency as an additional insured and documenting that all of the above requirements have been met.

Additionally, the Lessee shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Lessee shall also have Liquor Liability insurance naming the Town of Lake Park Community Redevelopment Agency as an additional named insured.

## **XVII. Lessee's Acceptance of Leased Premises**

17.1 Lessee acknowledges that Lessee has examined the Leased Premises, including but not limited to, the land, improvements located thereon and fixtures on or in the Leased Premises, and agrees to accept the same in an "AS IS" condition **as of May 1, 2018**, without any further responsibilities on the part of Lessor for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease or as agreed upon by both parties.

17.2 Lessee represents to Lessor that Lessee has made all investigations deemed necessary by Lessee and that Lessee is familiar with the Leased Premises and has made a complete physical inspection thereof, and has conducted such independent investigations as Lessee deems necessary or appropriate concerning the Leased Premises. Lessee hereby recognizes that Lessee is relying solely on its own inspection, investigation and analysis of the foregoing matters in leasing the Leased Premises and not relying in any way on any representations, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Lessor, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

17.3 Lessor makes no warranty of any type, either express or implied, as to the physical condition of the Leased Premises, including but not limited to, the roof and other structural components and improvements. Lessor has received no notice from any governmental agency as to a currently uncorrected building or safety code violation.

## **XVIII. Time of the Essence**

18.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

## **XIX. Subordination of Lease**

19.1 Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

## **XX. Radon Gas Disclosure**

20.1 Radon Gas. Radon Gas 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 a period of 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 public health unit.

## **XXI. Severability**

21.1 In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

## **XXII. Hold Harmless and Indemnification**

22.1 Lessee shall indemnify and hold harmless Lessor from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Lessee connected with either (i) Lessee's use, operation or condition hereafter of the Leased Premises, (ii) the failure of Lessee to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the Leased Premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the Leased Premises, or (vi) any negligent or willful act or omission by Lessee, or any of its agents, contractors, servants, employees, licensees, customers, guest or invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property. This will be as to the extent of the insurance.

## **XXIII. Recording**

23.1 This lease shall not be recorded in any public records. Should Lessee record this lease in the public records of the county in which the Leased Premises is located, such action will be deemed a default under this lease.

## **XXIV. Environmental Impact**

24.1 Lessee will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the Leased Premises, except for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the Leased Premises.

Lessee will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the Leased Premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the Leased Premises.

Lessee will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

Lessee will indemnify and hold harmless Lessor from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the Leased Premises or release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, or under Leased Premises which are caused by or as result of the use of the Leased Premises by Lessee. Lessee will indemnify and hold Lessor harmless from and against any and all loss of rentals or decrease in property values arising from Lessee's breach of this provision, provided that no liability will arise under this sentence if Lessee completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

## **XXV. Miscellaneous**

25.1 Submission of this lease to Lessee does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Lessor and Lessee and until such time as any deposit and advance rent paid by Lessee to Lessor in connection with this lease has been cleared by Lessee's bank.

25.2 Governmental penalties, fines or damages imposed on any portion of the Leased Premises as a result of the activities of Lessee, its employees, agents or invitees shall be paid by Lessee within three (3) days of the earlier of the governmental notice to Lessee or Lessor's notice to Lessee. If Lessee fails to pay as required in this section, in addition to all other remedies provided by this Lease, Lessor may pay the sums owed or challenge such administratively or judicially, and Lessee shall pay all sums owed and all of Lessor's costs plus a five percent (5%) administrative fee to Lessor upon demand, as additional rent;

25.3 Lessor makes no express or implied representations, covenants, promises, or warranties that the Leased Premises are suitable for Lessees proposed use or that Lessor or Lessee will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Lessee's business as specified herein.

25.4 No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

25.5 Lessee shall upon execution of this lease complete the required zoning application and submit it to the Town of Lake Park Community Development Department.

**In Witness Whereof**, the parties have executed this lease as of the day and year first above written.

**Lessor:**

TOWN OF LAKE PARK COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Print Name: John O. D'Agostino  
CRA Executive Director

Lessee: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name:  
Position: Authorized Officer

State of Florida  
County of Palm Beach:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by John O. D'Agostino, Executive Director of the Lake Park Community Development Agency, \_\_\_ who is personally known to me or \_\_\_ who produced Florida Driver's License as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

State of Florida  
County of Palm Beach:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by, \_\_\_\_\_, on behalf of the corporation, \_\_\_ who is personally known to me or \_\_\_ who produced Florida Driver's License as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**TOWN OF LAKE PARK  
EVALUATION CRITERIA FOR  
REQUEST FOR PROPOSALS NO. 104-2018  
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

**Name of Offeror:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

<u>Criteria:</u>	<u>Points Awarded:</u>
1. <b>Experience, Qualifications and Financial Capability</b> (40 points maximum)	_____
2. <b>Marketing Plan</b> (20 points maximum)	_____
3. <b>Record of Performance</b> (10 points maximum)	_____
4. <b>Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition</b> (10 points maximum)	_____
5. <b>Highest and Best Public Usage</b> (10 points maximum)	_____
6. <b>Hours of Operation</b> (10 points maximum)	_____

**Maximum Points Awarded** \_\_\_\_\_

**ARTISTS OF PALM BEACH COUNTY,  
INC. PROPOSAL**

28<sup>th</sup> April, 2018

Town of Lake Park Office of the Town Clerk,  
Town of Lake Park Lake Park Town Hall  
535 Park Avenue Lake Park, Florida 33403

Vivian Mendez, CMC  
Town Clerk Town of Lake Park, Florida

On behalf of the membership of Artists of Palm Beach County (APBC), I am submitting the enclosed proposal in response to the Town of Lake Park's request for proposal (RFP) No. 104-2018, for your review and consideration.

I am sure our proposal for lease occupancy of the 2,200 square foot building located at 800 Park Avenue, Lake Park, Florida will satisfy your requirements for a qualified non-profit 501(c)(3) tax exempt organizations and will be beneficial to the whole community of Lake Park and surrounding communities.

Our proposal is tailored to meet the Town of Lake Park's requirements, goals and objectives for a vibrant cultural center. APBC is very willing to work with the Town's CRA in achieving the goals outlined in the proposal request. We have similar objectives for our members and community.

Please feel free to contact me with any questions that you may have regarding the proposal. I look forward to establishing a long and meaningful work relationship between our organizations.

Thank you,

Yours Sincerely



Alvaro D. Rojas - Vice-President, APBC  
adrojas987@aol.com / 561 856 7206



# PROPOSAL

For the  
TOWN OF LAKE PARK

COMMUNITY  
REDEVELOPMENT  
AGENCY

For the use of the building at  
800 PARK AVENUE  
LAKE PARK, FL

by  
The Artists of Palm Beach County, Inc.

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1. Experience, Qualifications and Financial Capability.
2. Marketing Plan.
3. Record of Performance.
4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition.
5. Highest and Best Public Usage.
6. Hours of Operation.

**Page 18      Contact Information**

**List of Exhibits**

- A) Official Certificate of Status from the Florida Department of State.
- B) Copy of Offeror's 501(c)(3) tax exempt certification from the Internal Revenue Service.
- C) Copy of Offeror's current audited financial statements covering the three (3) most recent tax years.
- D) Current certificate of insurance.
- E) Three (3) copies of Letters of References.
- F) Copies of current resumes of all business principals as well as management and supervisory staff of the Offeror.
- G) Copy of the history of Offeror's organization, adopted mission statement and goals.
- H) A listing of all locations previously or currently occupied by Offeror.
- I) Class Schedule.
- J) 2018 Exhibition Schedule.
- K) Condo News Advertisement.

- L) Trifold Brochure.
- M) New Home Buyer Postcard.
- N) Letter from the Cultural Council
- O) Florida Art Education Association Membership Letter.
- P) Certificate of Solicitation

OFFEROR'S CERTIFICATION

I certify that this proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 37 inclusive of this Request for Proposals as well as any special instructions if applicable.

CORRECT LEGAL NAME OF OFFEROR:

ARTISTS OF PALM BEACH COUNTY, INC.

SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:



TITLE:

PRESIDENT

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

JOSEPH FRIEDMAN

ADDRESS:

800 PARK AVENUE, LAKE PARK, FL 33403

PHONE NO: (561) 345-2842

**Required Submittals**

**Exhibit #A**

**Official Certificate of Status from the Florida Department of State.**

**Exhibit #B**

**Copy of Offeror's 501(c)(3) tax exempt certification from the Internal Revenue Service.**

**Exhibit #C**

**Copy of Offeror's current audited financial statements covering the three (3) most recent tax years.**

**Exhibit #D**

**Current certificate of insurance.**

**Exhibit #E**

**Three (3) copies of Letters of References.**

**Exhibit #F**

**Copies of current resume of all business principals as well as management and supervisory staff of the Offeror.**

**Exhibit #G**

**Copy of the history of Offeror's organization, adopted mission statement and goals.**

**Exhibit #H**

**A listing of all locations previously or currently occupied by Offeror.**



ACKNOWLEDGMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I: List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated

Addendum #2, Dated

Addendum #3, Dated

Addendum #4, Dated

Addendum #5, Dated

Addendum #6, Dated

Addendum #7, Dated

Addendum #8, Dated

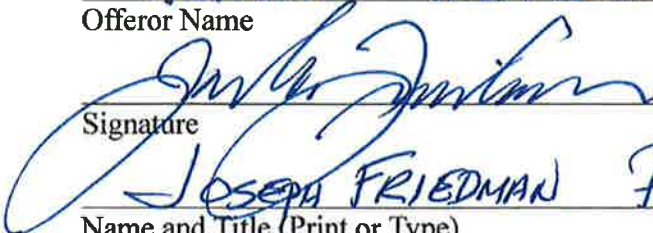
Addendum #9, Dated

Addendum #10, Dated

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

ARTISTS OF PALM BEACH COUNTY, INC  
Offeror Name

  
Signature

JOSEPH FRIEDMAN PRESIDENT  
Name and Title (Print or Type)

4/26/2018 Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Offeror certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Full Legal Name of Offeror:

ARTISTS OF PALM BEACH COUNTY, INC.

Street Address:

800 PARK AVENUE, LAKE PARK, FL 33403

Mailing Address (if different than Street Address):

\_\_\_\_\_

Telephone Number(s): 561-345-2842

Fax Number(s): \_\_\_\_\_

Email Address: ARTISTSOPBC@GMAIL.COM

Federal Employer Identification Number:

20-4660619

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days' net \_\_\_\_\_ days N/A

Signature:   
(Signature of authorized agent)

Print Name: JOSEPH FRIEDMAN

Title: PRESIDENT

By signing this document, the Offeror agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL PROPOSAL OF OFFEROR TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE OFFEROR'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS RFP. FAILURE TO SIGN THIS RFP WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THIS PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE OFFEROR TO THE TERMS OF ITS PROPOSAL.

## LIST OF AFFIDAVITS

### AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the Offeror. Each signature represents a binding commitment upon the Offeror to provide the goods and/or services offered to the Town if the Offeror is determined to be the lowest responsive and responsible Offeror.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Offerors must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of the Town of Lake Park or the Town of Lake Park Community Redevelopment Agency.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5 percent in the Offeror's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

to the best of our knowledge, the undersigned Offeror has no potential conflict of interest due to any other Municipalities, Counties, contracts, or property interest for this Proposal.

The undersigned Offeror, by attachment to this form, submits information which may be a potential conflict of interest due to other Municipalities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

ARTISTS OF PALM BEACH COUNTY, INC.  
Offeror Name

  
Signature

JOSEPH FRIEDMAN, PRESIDENT  
Name and Title (Print or Type)

4/26/2018  
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

ARTISTS OF PALM BEACH COUNTY, INC.  
Offeror Name

  
Signature

JOSEPH FRIEDMAN, PRESIDENT  
Name and Title (Print or Type)

4/26/2018  
Date

DRUG-FREE WORKPLACE

ARTISTS OF PALM BEACH COUNTY, INC. is a drug-free workplace  
and has  
(Offeror Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

ARTISTS OF PALM BEACH COUNTY  
Offeror Name

  
Signature

JOSEPH W. FRIEDMAN, PRESIDENT  
Name and Title (Print or Type)

4/26/2018  
Date

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is JOSEPH FRIEDMAN of ARTISTS OF PALM BEACH CO, INC., the Offeror that has submitted a Proposal to perform work for the following:

RFP No.: 104-2018 Title: LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY OWNED BLDG. LOCATED AT 500 PARK AVENUE, LAKE PARK, FLORIDA

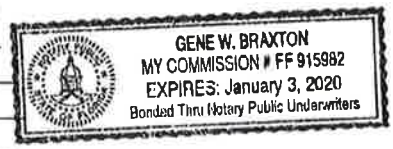
b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such RFP.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the RFP and lease for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP and lease, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal or any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town or any person interested in the proposed contract.

[Signature] Signature  
Subscribed and sworn to (or affirmed) before me this 27 day of April 2018, by Joseph Friedman who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL Notary Signature [Signature]  
Notary Name: Gene W. Braxton  
Notary Public (State): FL  
My Commission No: FF915982  
Expires on: 3 Jan 2020



**APBC RESPONSE TO EVALUATION CRITERIA FOR  
REQUEST FOR PROPOSALS NO. 104-2018**

**Criteria:**

**1. Experience, Qualifications, and Financial Capability**

- \* Historically in February, 2006, ArtiGras contacted APBC with the need to create a “local artists only” juried section. Inclusive to APBC, 14 members applied and were accepted for this special section of the art festival. In March and April, 2006, the first juried exhibit of our Founding Members was held with the City of Palm Beach Gardens’ Gardens Art exhibition program. In 2007 and 2008, we worked with Palm Beach County Cultural Council and Palm Beach County Art in Public Places to create Artavox, the first collaborative event in the county to a celebrate local artists! It is an example of the positive impact Artists of Palm Beach County has had on the community at large. By collaborating with other cultural organizations and the business community, we were all able to leverage our resources for a greater cause.
- \* Since December 2012 we have developed, managed, and flourished in the Art on Park Gallery, 800 Park Avenue, Lake Park. There we have provided an excellent venue for hundreds of local artists (both members and non-members) to gather, show and sell their work, and we have given the public an opportunity to know the local art community. Our mailing list has reached over two thousand people who are invited to our gallery on an almost weekly basis, and the number grows. It includes contacts not just from our region but from around the U.S.A.
- \* There are many opportunities for artists to show and sell their work at the Gallery. In addition to our resident artists, exhibition space is available for local or national organizations to exhibit. We have run changing exhibitions on a monthly or bi-monthly basis since our inception. Our opening receptions which include refreshments and often live entertainment draw many dozens if not hundreds of people, a large number of whom haven’t been to Lake Park before. Time and again our exhibitions have been paired with local not-for-profit organizations to help benefit them, the artists, and the community. Recipients have included the Audubon Society of the Everglades, Busch Wildlife Sanctuary, and Friends of the Lake Park Public Library to name just a few.
- \* In addition to bringing visual artists together to share and learn from each other, we have provided performance and meeting space for lectures, musical performances, poetry readings, and book signings on an ongoing basis to the community at large.. These scheduled, free, multicultural and multi-generational programs included lectures such as “John James Audubon, the Man, the Artist, and the Society that Honors Him” and “The Metamorphosis of Painting” as well as programs intended entirely for children such as “Halloween Mask Making” and “Daphne and Me,” a book reading and coloring workshop.



- \* Educational and experiential workshops have been an ongoing effort. We host numerous activities every month that give artists and art lovers alike an opportunity to meet face to face and share in a teacher-student relationship or a peer interaction to exchange knowledge and techniques. Our talented artists have taught a variety of classes most of them free to the public and have included everything from The Basics of Watercolors to a Photoshop Demonstration, an Acrylic Floral Demonstration, and Me and My Crayolas. Our President, Joe Friedman has taught weekly drawing classes, and Gallery Manager John Vincent Palozzi teaches collage making on a monthly basis, both offered free to the public. Our partnering with the Lake Park Public Library has resulted in local young people dropping in for spontaneous art lessons provided by our gallery manager and/or resident artists. By providing opportunities to the public we are creating a community environment that encourages the arts and the creation of art. Exhibit I - Class Schedule.
- \* APBC is a 501(c) 3 non-for-profit corporation and holds a Certificate of Solicitation Registration #Ch52359.
- \* Since 2012 APBC, per our contract agreement with the Town of Lake Park, has maintained the building at 800 Park Avenue by paying for water, electricity, property and liability insurance, security and repairs to the building.
- \* Our 100+ multi-discipline membership includes visual, performance, literary and media artists. Membership dues are \$50 per year, and artist members can also have a listed profile on our website for a yearly fee of \$25. Dues and profiles provide us with approximately \$5,000 per year.
- \* We are a county organization, but our CALL FOR ARTISTS for monthly or bi-monthly exhibitions extend far beyond our region and have attracted national and international artists as well as their families, friends, and followers from as far away as Finland, Colombia, Iceland, and Russia. Non-refundable entry fees for exhibition applications are \$15 for APBC Members and \$35 for Non-Members. Our income from exhibition fees is approximately \$400 monthly. Exhibit J - 2018 Exhibition Schedule.
- \* The gallery collects the sales from artwork, pays the sales taxes, and reimburses artists. Sales from artwork generates an average of \$600. a month.
- \* The venue has provided space for over a dozen working artist studios. Studio artists have been juried to ensure high quality and variety. Artists are required to spend a number of hours each week in their studios so that visitors can see a vibrant working art community. In addition to our volunteer artists who cover the gallery hours, our Gallery Management Committee Chair, John Vincent Palozzi has been managing the gallery five of the six days a week. Our studio space income is approximately \$800 a month.
- \* APBC has no employees and has no plans to hire any employees during the term of the lease. Therefore, the Worker's Compensation requirement is not applicable.

## **2. Marketing Plan to benefit the Town of Lake Park**

- \* Having created a dynamic cultural destination and attraction for all of Palm Beach County, we plan to expand our regional presence by working with the Town of Lake Park to make the Art on Park Gallery a “go to” place. We will further this goal by working with the Community Redevelopment Agency and joining forces with the Office of Special Events to provide arts oriented events which will draw even greater numbers to the Town.
- \* Our marketing plan includes making contact with the Northern Palm Beach County Chamber of Commerce. We worked with the Chamber of Commerce in the past and will pursue them again regarding art events on Park Avenue.
- \* APBC will collaborate with other art organizations such as the Palm Beach County Watercolor Society, Women in The Visual Arts, Flamingo Clay/Glass Studio, the Lake Worth Art League, and the Wellington Art Society to create the Art on Park Fine Arts and Crafts Festival, an annual happening. We would hope to have artist tents and tables lining Park Avenue with affordable fine arts and crafts items.
- \* Our advertising plan includes sending press releases to the Palm Beach Post, the Florida Weekly and the Rickie Report (an online Southeast Florida magazine) regarding our exhibitions, art salons, workshops, lectures and classes, which we have done consistently since our inception. We have an ongoing advertisement in the Condo News, and we have listed our exhibitions on the Cultural Council events calendar. For our monthly exhibitions, we produce and distribute posters and postcards to the public. We will continue to publicize each and every event, several of which occur monthly. Exhibit K - Condo News Advertisement.
- \* We have a trifold brochure and a Facebook presence. We also send out postcards advertising Art on Park to new home owners in Lake Park, North Palm Beach, and surrounding communities on a monthly basis and will continue to do this. Exhibits L and M - Trifold Brochure and New Home Buyer Postcard.
- \* As part of our outreach campaign, we plan to strengthen our links with Lake Park Public Library, local schools and Lake Park Recreation Dept. particularly for our educational programs as well as for our scholarship program.
- \* We plan to pursue a relationship with the Joint Mission Project in Lake Park as well as the Veteran Administration Hospital to plan an event which would benefit Veterans.
- \* We will continue to complement and enhance existing city cultural activities by keeping the gallery open during the duration of all events sponsored by the Town of Lake Park along Park Avenue.
- \* We will Network with the Cultural Council of Palm Beach County and the many other local art organizations such as the Wellington Art League, The Lighthouse Art Center, Women In the

Visual Arts, Palm Beach Watercolor Society, etc. to Increase national/international cultural tourism within historic Lake Park.

- \* According to Heather Andrews, Associate Vice President of Discover the Palm Beaches, the Tourism Development Council does not list members. Instead it has oversight responsibility for the contracted marketing agencies which include Discover the Palm Beaches, the Cultural Council of Palm Beach County, the Palm Beach County Film & Television Commission and the Palm Beach County Sports Commission. She assured me that as a member of the Cultural Council of Palm Beach County we are already listed as “a must see” destination.

### **3. Record of Performance**

- \* As a result of our activities (exhibitions, opening receptions, monthly art salons, meetings, classes and workshops) all of which have brought large numbers of patrons to Park Avenue, we have had a positive impact on other businesses in Lake Park. Easel Art, the Pho & Hot Pot Restaurant, Casper’s on Park, the Saigon Market, the Brewhouse and Kelsey Theatre have benefitted from our presence. The Pelican Cafe and other local eateries on Federal Highway have also profited from our recommendations. We plan to continue to support local business activities on Park Avenue and in the Lake Park community, particularly those with mutual interests such as Easel Art and The Brewhouse Gallery.
- \* We have provided studio space to member artists since our beginning, and we have organized ongoing exhibitions monthly or bimonthly also since our inception. Our doors are open to the general public for free, which encourages pedestrian traffic on Park Avenue.
- \* For over five years we have provided both free and fee based Arts & Crafts programs and a schedule of classes for the general public, kids from 9 to 90, which we plan to continue to do. We invited the public through newspaper and online advertising to join us for fun afternoons of drawing, painting, collage making, etc. and creating images inspired by the exhibit in progress.
- \* We have provided the Lake Park Library with art exhibits as well as programs for children at the library. Last summer we partnered with the Town of Lake Park, Parks and Recreation Department which scheduled 4 events with the Gallery for their Summer Camp Program. Approximately 12 children and 4 adults attended and they were given a tour and explanation about the exhibit that was showing and then were given an opportunity to do an art project, such as collage. All supplies were donated by APBC, and the participants were able to take their finished products home with them. We look forward to participating with the Summer Camp Program again this year.
- \* The APBC Art on Park Gallery is the only space in Lake Park where artists can come to work and produce art. We offer free classes to people of all ages that gives them the opportunity to create art. We attract not only visual artists but also host a monthly poetry reading of original work created by local writers. We reach out and attract artists and art lovers to Lake Park who otherwise would never visit the Town, because they belong to a completely different demographic than those served by any other businesses in the CRA. We also offer many gift

items for sale, such as original jewelry, greeting cards, and books which are not found in any other store in Lake Park.

- \* Although we welcome visitors from outside Palm Beach County, including those from outside the United States, we have primarily sought to bring people to Lake Park that reside in Palm Beach County. Many of our phone calls are for directions to get to the gallery from people who live in Palm Beach County and do not know where Park Avenue, Lake Park is. It is our strategy to bring people to Lake Park who will continue to revisit Lake Park in the future. Many of our participating artists and their families as well as art enthusiasts drive from as far as Jupiter, Delray Beach, and Boca Raton for our regular monthly events. People who never visited Lake Park before now come back on a monthly basis.

#### **4. Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition**

- \* We have documentation of endorsement by the Cultural Council of Palm Beach County. However, we have not sought funds from the Cultural Council or any other funding entity because the income we have generated from our memberships, resident artists, exhibitions, and sales has enabled us to be self-sustaining and able to cover all of our operating expenses. In the near future, we do plan to pursue funding through the Cultural Council's online fundraising tool The Power2Give. See Exhibit N - Letter from the Cultural Council.
- \* We also plan to register for the Great Give Palm Beach and Martin Counties, which is an annual giving program for nonprofit organizations as well as pursue grants from the Community Foundation for Palm Beach and Martin Counties, the Max and Victoria Dreyfus Foundation, the Sprint Foundation and any other appropriate foundations that are brought to our attention.
- \* We are affiliated with State and National Organizations, Florida Cultural Alliance and Americans For the Arts through our membership with the Cultural Council of Palm Beach County.
- \* As of May 1, 2018 our membership in the Statewide Florida Art Education Association will begin allowing greater exposure and visibility for our membership throughout the state by offering opportunities for members to make presentations, conduct workshops, attend in-service programs, and provide submissions for publication. Exhibit O Florida Art Ed. Assoc. Membership.
- \* We are recognized by the State of Florida as a 501(c)3 Non-profit Organization, and we have received a Certificate of Solicitation Registration #Ch52359. Exhibit P Certificate of Solicitation.

#### **5. Highest and Best Public Usage**

- \* APBC is the connection between Palm Beach County artists and the arts community. Through our networking efforts, web, print and broader media presence, we are a conduit for

information on arts events in South Florida. By providing the Art on Park Gallery as a venue where artists can exhibit their works, 800 Park Avenue has become a destination for the community. People associate APBC with the Art on Park Gallery, and in fact the Art on Park Gallery has become synonymous with APBC. We give artists a place to share their work, teach and share their expertise. We are affiliated with many art groups in Palm Beach County and welcome all artists and non-artists who want to learn and share.

- \* As a member of the Cultural Council of Palm Beach County, APBC has partnered with the organization to sponsor Countywide events such as Artavox, Art Synergy, and Art Palm Beach. The Cultural Council of Palm Beach County estimates that four million people attend cultural events in the Palm Beaches each year and make an annual economic impact of 525 million dollars. APBC has been a small part of that effort and hopes to expand its role over the next decade, which would enhance Lake Park's image as well.
- \* The Artists of Palm Beach County has been granted a Certificate of Solicitation by the State of Florida which allows us to pursue tax-deductible donations. As a result of our certification, APBC has established *Friends of Artists of Palm Beach County* to identify community needs and distribute funds. Donations can be made at the gallery and/or on our Art on Park Gallery website. Since many of our art class participants can not afford costly art materials we have furnished the art supplies to the Lake Park community as well as surrounding communities.
- \* In addition to providing an affordable venue for artists and educational opportunities for the community, we also raise scholarship money. We use these monies to award scholarships to local middle and high school students who show outstanding achievements in the visual arts. We have plans for a silent auction in December where the gallery will sell artworks produced and donated by our members to raise funds for our scholarship program.
- \* Our classes, workshops, lectures, and exhibits have attracted participants from in and outside our region. All of our activities further enhance the Town of Lake Park and its residents as well as the South Florida cultural scene. Art on Park has created a community environment for a diverse population that encourages the arts, stimulates cultural interaction, and fosters inclusivity

## **6. Hours of Operation**

- \* The gallery has been open six days a week, Monday through Saturday, Noon to 6 PM with expanded hours for special events such as Opening Receptions and Art Salons since its inception as APBC Art on Park Gallery in 2012.
- \* APBC proposes to maintain its normal hours of operation. Depending on the business activity of Park Avenue as well as special events in the Art District, we are prepared to extend our hours to meet the requirements of the CRA.

**Contact information:**

Joe Friedman, President

561- 252- 4894

president@artistsofpalmbeachcounty.org

Al Rojas – Vice President

561 856 7206

adrojas987@aol.com

**EXHIBIT A**

**Official Certificate of Status from the Florida Department of State**

# State of Florida



## Department of State

I certify from the records of this office that ARTISTS OF PALM BEACH COUNTY, INC., is a corporation not for profit organized under the laws of the State of Florida, filed on August 7, 2006.

The document number of this corporation is N06000008252.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on March 9, 2018, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-fourth day of April, 2018



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State



**EXHIBIT B**

**Copy of 501(c)(3) Tax Exempt Certificate from the IRS**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 23 2015**

ARTISTS OF PALM BEACH COUNTY INC  
800 PARK AVE  
LAKE PARK, FL 33403-0000

Employer Identification Number:  
20-4660619  
DLN:  
26053687001515  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
October 12, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted on your application, we approved your request for reinstatement under Section 7 of Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the submission date of your application.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar

Letter 5436

ARTISTS OF PALM BEACH COUNTY INC

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper". The signature is stylized with a large initial "J" and a long horizontal stroke at the end.

Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements

**EXHIBIT C**

**Copy of Current Audited Financials  
(Three most current years)**

**JANET ROSE SCHREIBER**  
2480 Presidential Way, #501  
West Palm Beach, FL 33401  
home 561-689-2530  
cell 561-386-6280  
[janetroses@aol.com](mailto:janetroses@aol.com)

Board of Directors  
Artists of Palm Beach County, Inc.  
800 Park Avenue  
Lake Park, Florida 33403

April 30, 2018

Dear Board of Directors:

I have completed the 3 year financial audit of the years 2015, 2016, and 2017 for the Artists of Palm Beach County and the Art on Park Gallery. I found your finances to be stable. The documents and files that were provided are accurate and free of fraud. There are no outstanding discrepancies or errors. Your financial activities and records are correct and acceptable.

I reviewed the receipts, bank deposits, payments, and bank statements, 1096 and 990 tax forms, profit and loss reports, and other legal documents.

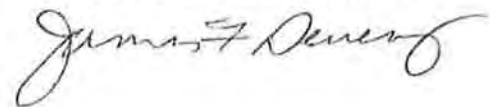
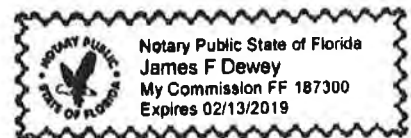
In 2017 you computerized your financial procedures, which has enabled you to do the bank reconciliation, preparation of monthly financial statements and year-end profit and loss reports in a timely manner.

I recommend small increases in exhibition submission fees, studio space fees, and membership dues, and I suggest that you reorganize records and files for better accessibility. Per your request, I am planning to attend your board meeting on May 14th to discuss my recommendations.

Yours truly,



Janet Schreiber  
Corporate Accountant, INTECH (retired)



**Artists of Palm Beach County, Inc**  
**Profit & Loss Prev Year Comparison**  
January through December 2016

	<u>Jan - Dec 16</u>	<u>Jan - Dec 15</u>
Ordinary Income/Expense		
Income		
Donations - General Public	154.00	25.00
Gallery Fees	9,236.50	11,127.50
Membership/fees	6,810.00	3,855.00
Income description not found	0.00	305.15
Show Exhibit Fees	145.00	1,755.00
Total Income	<u>16,345.50</u>	<u>17,067.65</u>
Gross Profit	16,345.50	17,067.65
Expense		
Advertising & Promotion	611.48	1,433.07
Bank account service fees, bad check charges and other bank fees	0.00	119.00
Computer supplies, off-the-shelf software, online fees, and other computer or internet related expenses	0.00	40.00
Gallery Expense	-22.50	0.00
Gallery management	6,000.00	6,000.00
Insurance expenses	1,784.73	2,349.10
Licenses and Permits	573.00	572.50
Member and Board meetings	300.00	272.58
Office supplies expense	94.30	552.38
Postage, courier, and pickup and delivery services	49.00	25.48
Gallery repairs, maintenance, supplies	425.88	1,356.02
Show Supplies	172.41	772.77
Water, electricity, garbage, and other basic utilities expenses	4,498.31	4,197.88
Total Expense	<u>14,486.61</u>	<u>17,690.78</u>
Net Ordinary Income	1,858.89	-623.13
Other Income/Expense		
Other Expense		
Transactions to be discussed with accountant, consultant, or tax preparer	-1,340.01	200.00
Total Other Expense	<u>-1,340.01</u>	<u>200.00</u>
Net Other Income	1,340.01	-200.00
Net Income	<u><u>3,198.90</u></u>	<u><u>-823.13</u></u>

# Artists of Palm Beach County, Inc.

## STATEMENT OF ACTIVITY

January - December 2017

	TOTAL
Revenue	
4000-00 Donations	1,254.91
4000-01 Membership Dues	6,020.00
4000-02 Exhibit Entry Fees	3,525.00
4000-03 Gallery Fees	13,384.94
4000-04 Product Sales	2,584.54
4000-05 Web Page	125.00
4000-06 Tuition	205.30
Sales of Product Revenue	15.00
<b>Total Revenue</b>	<b>\$27,114.69</b>
Cost of Goods Sold	
7000-00 Show Supplies	-44.94
<b>Total Cost of Goods Sold</b>	<b>\$ -44.94</b>
<b>GROSS PROFIT</b>	<b>\$27,159.63</b>
Expenditures	
6000-01 Advertising & Promotions	1,550.25
6000-02 Licenses & Permits	180.50
6000-03 Office Supplies	768.37
6000-04 Postage & Shipping	17.48
6000-05 Repairs & Maintenance	2,409.78
6000-06 Software Subscriptions	791.58
6000-07 Member & Board Meetings	1,457.83
6100-00 Utilities	
6100-01 Cable, Internet, & Phone	1,294.85
6100-02 Electric	1,960.82
6100-03 Sanitation	222.48
6100-04 Water	657.11
<b>Total 6100-00 Utilities</b>	<b>4,135.26</b>
6200-00 Bank Charges	117.00
6200-01 EPSG Fees	934.53
6200-02 PayPal Fees	135.03
<b>Total 6200-00 Bank Charges</b>	<b>1,186.56</b>
6300-01 Property Insurance	3,417.35
6400-01 Gallery Management Fees	6,000.00
6400-02 Accounting & Legal Fees	500.00
6600-01 Prize Money	475.00
8000-00 Uncategorized Expenditure	117.04
Unapplied Cash Bill Payment Expenditure	1,144.66
<b>Total Expenditures</b>	<b>\$24,151.66</b>
<b>NET OPERATING REVENUE</b>	<b>\$3,007.97</b>
<b>NET REVENUE</b>	<b>\$3,007.97</b>

**EXHIBIT D**

**Current Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/18/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> API Group 5720 MARGATE BLVD Margate FL 33063 BROOKSIE PEEPLES #A203142	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (954) 977-8584      FAX (A/C. No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: <b>CATLIN SPECIALTY INS CO</b> INSURER B: <b>UNITED STATES LIABILITY INS</b> INSURER C: <b>CITIZENS PROPERTY INS CORP</b> INSURER D: INSURER E: INSURER F:
<b>INSURED</b> ARTISTS OF PALM BEACH COUNTY INC 800 PARK AVE LAKE PARK FL 33403	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			0900107467	11/16/2017	11/16/2018	EACH OCCURRENCE      \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 100,000 MED EXP (Any one person)      \$ 5,000 PERSONAL & ADV INJURY      \$ 1,000,000 GENERAL AGGREGATE      \$ 2,000,000 PRODUCTS - COMP/OP AGG      \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)      \$ BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE      \$ AGGREGATE      \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EA EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$
B	DIRECTORS & OFFICERS			ND01555809E	11/03/2017	11/03/2018	PER CLAIM      1,000,000 AGGREGATE      1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 ART GALLERY  
 C) WINDSTORM - PROPERTY \$15,000 11/03/2017-11/03/2018 POLICY #00042398-4  
 A) CATLIN SPECIALTY INS CO POLICY INCLUDES \$15,000 PROPERTY INSURANCE  
 LAKE PARK COMMUNITY REDEVELOPMENT AGENCY IS ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b> THE TOWN OF LAKE PARK CRA 535 PARK AVE LAKE PARK, FL 33403	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## EXHIBIT E

### Copies of Letters of Reference

Note: We received 71 letters of endorsement and have enclosed 18

04/28/2018

Town of Lake Park CRA

535 Park Ave.

Lake Park FL 33403

Dear Mayor O'Rourke,

Please accept this letter of support endorsing the Artists of Palm Beach County RFP .My late wife, Desca DuBois, was mayor of the Town of Lake Park when the town commission made the pursuit of art on Park Avenue a thematic goal for the CRA and the town. Then, the goal was to develop an artistic theme for the town as a method to attract businesses, and customers for existing businesses. Artists of Palm Beach County were selected through an RFP process while I was Mayor. They were selected to help anchor the artistic goal chosen by the commission and they have been successful helping the town pursue its goal.

Easel Art has been in business on Park Avenue for forty years, they have made it through the worst recession in at least half a century and are still going strong. We have all experienced the pleasure of having the vibrant artistic gathering place where visual arts meets, music and craft beer at Brewhouse Gallery. Brewhouse, Easel Art, Artists of Palm Beach County and other local arts related businesses consistently bring new people to our town, they spend money, and they buy property or rent properties here. New businesses are opening on Park Avenue because of the arts anchors we have supported. I have struggled to find a parking space on a Saturday precisely because of the success of these businesses. Please consider well all of the benefits we have received from the arts theme and Artists of Palm Beach County before moving to an unknown direction diluting support for businesses and residents who located here because of the arts theme we have developed.



James E.F, DuBois

516 Sabal Palm Dr

Lake Park FL 33403

561-844-4598

**VA****U.S. Department of Veterans Affairs**Veterans Health Administration  
West Palm Beach VA Medical Center7305 North Military Trail  
West Palm Beach, FL 33410  
[www.westpalmbeach.va.gov](http://www.westpalmbeach.va.gov)To: Joseph Friedman, President  
Art on Park Gallery  
Lake Park, FL

12 April, 2018

Dear Mr. Friedman,

I would like to take this opportunity to commend the participating artists and management of Art on Park Gallery for their wonderful, and very successful, community outreach efforts!

My first encounter with the Artists of Palm Beach County, and the Art on Park Gallery, was in early 2016, when I attended a free community art participation night. I was thrilled and encouraged to witness young people from the Lake Park neighborhood walk into the center to participate in hands-on art projects alongside other age groups and ethnicities! What a dynamic mixture I saw, and how well received it was by everyone involved. Particularly, I recall one local teen experiencing a 'eureka' moment, when he realized that he could actually create an artwork of his own! This young man, with lots of encouragement from the talented and generous-with-time staff at Art on Park, came back regularly for classes, and is now applying for a scholarship into an art school, with the mentorship of Artists of Palm Beach County members.

The values I see at Art on Park reflect the values of inclusiveness and diversity which we not only espouse but also *live* at the Veterans Administration Medical Center nearby. Notably, several of our veterans, of various ages, have found a means of expression through art and have learned of the opportunities at Art on Park, and have submitted work for showing. I have seen the beaming faces of the veterans, some with PTSD and other challenges, as well as the youngsters from the Lake Park neighborhood intermingling and learning from each other! What a truly wonderful thing that is, and what a joy you bring to all of us!

From the fine art classes given by Ms. Bhagwansingh, to the demonstrations of 'how to' collaging, and even creative poetry by Mr. Palozzi, I have witnessed firsthand the vibrance these offerings have brought to this great community. I have decided to become a member, and participate regularly in the classes and shows.

I am happy to announce that I am offering 15 free tickets - *for local neighborhood young people* - for a complete tour of the re-opening of the Norton Gallery of Art in West Palm Beach. As a member of the Norton, I have arranged with Mr. J. Garcia, a professional art historian of the Norton Gallery, for a complete special guided tour of the newly-opening museum. I have pre-purchased these tickets, which will be given to interested teens and young adults in the community. The timing for this tour will be set for just after the grand re-opening after expansion. I have 5 additional tickets purchased to be given free of cost to others interested in the tour.

I look forward to the future, and especially the idea of raising funds through sales to contribute towards a college scholarship fund for deserving local community youth. In closing, I wanted to say that I believe you really embody the robust spirit of community outreach, and 'walk the walk' when it comes to inclusiveness! I am very grateful for all that you do, and can't wait to see the next community participation showing!

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth E. Dempsey".

Kenneth E. Dempsey, MEd., Lt Col USAF (ret)  
Veterans Outreach Coordinator  
VAMC, WPB, FL  
[Kenneth.Dempsey@va.gov](mailto:Kenneth.Dempsey@va.gov)  
561-707-7936



## **Boynton Beach Art in Public Places**

*Enriching our Community through Public Art*

April 23, 2018

Community Redevelopment Agency  
Town of Lake Park  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403

Dear CRA Board Members:

As the City of Boynton Beach Public Arts Manager, I have been familiar with the Artists of Palm Beach County since 2008. Recently it was brought to my attention that the town of Lake Park has requested a proposal from the Artist of Palm Beach County to continue with Art on Park Gallery at 800 Park Avenue location.

The members of the Artists of Palm Beach County, many of whom have exhibited their artwork in the City of Boynton Beach rotating exhibitions, are committed to Art on Park Gallery by the offering numerous educational and creative activities to the public. This commitment will enrich the Town of Lake Park and create an environment for a diverse population that supports the arts, stimulates cultural interaction, and contributes to economic development.

The Artists of Palm Beach County and their dedicated professional membership will continue to be a valuable asset to the Town of Lake Park as well as to Palm Beach County.

Sincerely,

Debby Coles-Dobay, Public Arts Manager  
City Manager's Office, Art in Public Places

Public Art Manager Office of the City Manger

100 East Boynton Beach Boulevard, Boynton Beach, Florida 33425 • phone 561.742.6026 • email: [ColesDobayD@bbfl.us](mailto:ColesDobayD@bbfl.us)  
[www.BoyntonBeachArts.org](http://www.BoyntonBeachArts.org) Facebook [Boynton Beach Art in Public Places](#) [www.IntlKineticArtEvent.org](http://www.IntlKineticArtEvent.org)



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Appraiser/Lecturer/Consultant

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561.969.1405

5983 Forest Hill Blvd #205

West Palm Beach, Florida 33415

April 12, 2018

Decorative Arts

Antiques

Accessories

Collectibles

To Whom it May Concern:

Art on Park Gallery should be given top priority consideration to continue operating at its current location without any disruption. Above all, it is an asset to the local community and unique in its outreach of offering art education and providing a venue for other art forms, i.e. music, poetry, lectures, etc. which they provide at no charge.

In having a cohesive community in Lake Park, this gallery is doing the utmost to promote local talent and community involvement.

Art on Park Gallery has twelve (12) working artists studios allowing them and others to show, exhibit and sell their artwork which is unique to Palm Beach County.

page 2

April 12, 2018

also they are backed by the prestigious Cultural Council.

In the spirit of giving small venues a place to operate, benefiting hundreds of people, please allow Art on Park Gallery to continue and thrive serving the arts and artists who reside here and enhance the quality of living in Lake Park.

I am a professional art, antiques and decorative arts appraiser who has been and appraised on the national "Antiques Roadshow" and having a discerning ability to <sup>see</sup> potential and quality, it would help me you too keep and support this extraordinary Gallery.

Very truly yours,  
Richard Lybby  
professional appraiser

## **The Rickie Report**

**Serving the South Florida Community of  
Artists, Artisans and Art Patrons**

For the past 5 years, Art On Park Gallery, under the leadership of Artists of Palm Beach County, has helped bring a new creative direction to the Town of Lake Park, FL.

Artists of Palm Beach County and Art on Park Gallery continue to bring free art events to the local residents. Their exhibits, classes, workshops, art salons, lectures and other events bring visitors and art patrons from outside the area to Lake Park, adding dollars to the economy of the area. Their pioneer spirit, with the support of the Town of Lake Park, has helped put Lake Park back on the cultural map of Palm Beach County.

It is an honor to recommend Art on Park Gallery and Artists of Palm Beach County, good citizens and volunteers, to continue their activities at 800 Park Avenue, Lake Park, FL.

I hope you will confirm your support as well.

Thank you for your consideration,

~ Rickie

Rickie Leiter, Publisher

[www.therickiereport.com](http://www.therickiereport.com)

[rickie@therickiereport.com](mailto:rickie@therickiereport.com)

561-537-0291



To Whom It May Concern,

April 20, 2018

I am Cecily Hangen Area Chairman and past President of the Florida Artists Group a state wide organization of professional artists. Our mission is to "achieve the highest standards of creative art" throughout the state of Florida. Certainly APBC Art on Park Gallery, 800 Park Ave in Lake Park fulfills this standard.

APBC is a spacious, well-appointed gallery as to lights and hanging walls.

It is centrally located in the community of Lake Park easy access for the professional artist and amateur artist. It has proven to be a wonderful opportunity for the artists to exhibit and the people of Lake Park to see their art.

I wish West Palm Beach had such a local oriented gallery.

A handwritten signature in cursive script that reads "Cecily Hangen".

Cecily Hangen

830 Franklin Road

West Palm Beach, FL

561.385.9708

hangenart@gmail.com

8268 Genova Way  
Lake Worth, FL 33467  
Apr. 24, 2018

Lake Park Community Redevelopment Agency  
535 Park Avenue, Lake Park, FL 33403

To Whom it May Concern;

As a member of Artists of Palm Beach County displaying my work at Art On Park Gallery, I can attest to the worthiness and value of having a physical space of our own. It is difficult if an artist does not have huge name recognition or is not represented by an artist's agent or large gallery, to have a permanent presence in this area.

A short time ago, I was a member of another local artists' gallery in Jupiter which was disbanded causing the dissolution of the artists' group completely.

Artists of Palm Beach County serves the art community not only meeting the needs of individual artists, but also in its contribution to the larger community. I have seen the renewal of Lake Park in this area over the past few years. When a community is openly supportive of the arts, visual and performing, it has a mutually beneficial effect on not only the creative spirit of the community, but also the economic health and vitality of the surrounding area as well.

Artists of Palm Beach County is a local resource not only for the member artists but also because we offer the community workshops and classes at an affordable rate enabling people the opportunity to try different forms of expression which they might be reluctant to commit to on a larger scale, such as a university level.

The presence of Art On Park Gallery has been such an asset to Lake Park. We look forward to developing this benefit for all for many years to come, with support. Thank you.

Susan Oakes  
8268 Genova Way  
Lake Worth, FL 33467

561-432-4633

[www.suoakesart.com](http://www.suoakesart.com)  
[www.suoakesdesign.com](http://www.suoakesdesign.com)  
[www.suoakesphotoimaging.com](http://www.suoakesphotoimaging.com)

Carole A. Pichney  
3930 North Flagler Drive  
Apartment 401  
West Palm Beach, Florida 33407  
561-832-4592

Community Redevelopment Agency  
Town of Lake Park  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403

To Whom It May Concern:

I am writing this letter of support for the Artists of Palm Beach county in their application for a proposal to maintain their current location at 800 Park Avenue. This grass roots based community organization has a proven track record of over five years of providing artistic opportunities to the community.

It would be a hardship on them if they had to relocate from their present facility. They provide educational, exhibition and many other arts related activities on a monthly basis which are free and open to the public. They also network with other arts organizations within the county and state.

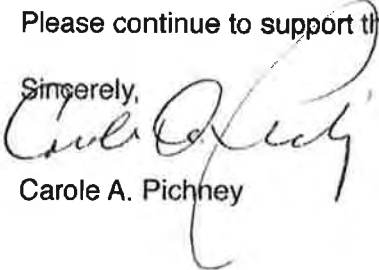
Artists from as far away as Iceland, Finland and Russia regularly exhibit at the gallery. As a member I have had several pieces exhibited there and brought many friends and relatives from outside of Lake Park and Palm Beach County to my openings.

The Gallery on Park is one of a few places within the county that beginning and emerging artists can have their work displayed. Thirteen artists maintain studios there. This is supportive and encouraging to these artists and often spurs them on to create more works.

As a vital part of the Park Avenue Arts District, the Art on Park Gallery brings many people to the area who then enjoy dinner in restaurants nearby.

Please continue to support this vital gallery. Thank you for your attention to this matter.

Sincerely,

  
Carole A. Pichney

Daniel Pichney

3930 N. Flagler Dr.

Apt. 401

West Palm Beach, FL 33407

561-832-4592

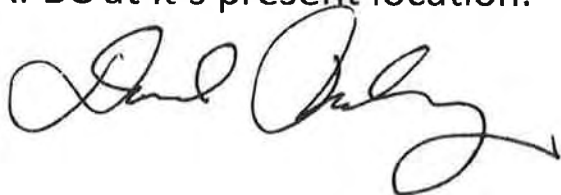
To Whom it may concern:

I am this letter in support of the efforts of the Artists of Palm Beach County to be re-instated at their present location.

I have been a member of the association for about a year; but over several years, I have attended the opening shows for artist friends. These events are always lively and well attended.

I was a fine art black and white photographer for over 25 years; but only recently have taken up drawing and acrylic painting. The APBC is the only venue I know of where beginning artists like me; as well as seasoned veterans can be afforded the opportunity to display our work for both critical review and appreciation. Taking away this valuable community resource would be a disservice to many people, artists and non-artists alike. It would also be extremely time consuming and disruptive for them to re-locate.

Please do the right thing and continue your support of the APBC at it's present location.

A handwritten signature in black ink, appearing to read "Daniel Pichney". The signature is fluid and cursive, with a long, sweeping tail that loops back under the name.

Deborah Fairchild  
2800 N. Flagler Dr., #911  
West Palm Beach, FL 33407  
646-385-4031

April 21, 2018

Re: Artists of Palm Beach Gardens (APBC) – APBC Art on Park Gallery

To Whom It May Concern:

South Florida is a very special and beautiful area, conducive to human expression via the Arts. People are drawn here from all over the world and Palm Beach County needs to provide support as well as benefit from the creative inspiration.

I recently relocated from New York City where I had a career at the United Nations for many years. One of the reasons I decided to relocate to Palm Beach County was the fact that it is multicultural and diverse. How exciting it was for me to find such potential outside of New York City! I believe the APBC Art on Park Gallery is a wonderful grassroots initiative for all our culturally diverse local artists at all levels of accomplishment. Its location in Lake Park is central in the County and there is no other place anywhere nearby that offers truly affordable studio workspace and gallery exhibitions opportunities for artists. Musicians and writers also benefit from having a space for concerts, lectures and book signings.

Lake Park could become an art hub in the county, like Soho did in New York in the 1980s or Long Island City in Queens in the 2010s. There are a few interesting restaurants and stores already in place, and expansion could happen with more support for the artists who are trying to bring more cultural life to what would otherwise be a backwater.

Please look more closely at the potential in Lake Park as well as the wonderful initiative of the APBC Art on Park Gallery and offer the full support it deserves.

Thank you.

Sincerely,



Deborah Fairchild

**MAXINE SCHREIBER**  
2480 Presidential Way #501  
West Palm Beach, FL 33401  
(561) 689-2530  
www.schreiberstudio.com  
maxine @schreiberstudio.com

April 19, 2018


Community Redevelopment Agency  
Town of Lake Park  
Lake Park Town Hall  
532 Park Avenue  
Lake Park, Florida 33403

Dear CRA Members:

For over a decade, I have been a member of the Artists of Palm Beach County, and for the past six years I have been a member of the Board of Directors. I retired early in 2005 from my profession as a Licensed Mental Health Counselor in private practice to pursue my passion as a full-time artist and writer. The Artists of Palm Beach County welcomed me as an emerging artist and offered me a place where I could network and exhibit my work.

In 2012 when we acquired the Art on Park Gallery, I became even more active in the organization and involved in Lake Park. A couple of years ago, I had the good fortune to display twenty of my paintings in a solo exhibition in the Lake Park Library, a benefit for me but also for the library. When I illustrated and wrote a children's book, *The Story of Daphne the Duck*, I was invited back to the library to do a book reading and lead an art activity. This successful event was repeated in the gallery where over a dozen children from Lake Park eagerly took part in a creative experience. This is just one example of the many opportunities offered to the community, which they would not have had if not for the Artists of Palm Beach County.

The merits of our non-profit organization are many, and we have played an important role in the Town of Lake Park. The original intention of the Lake Park CRA Master Plan for 800 Park Avenue was to create an artist co-op, a cultural facility, with the vision of improving Park Avenue and stimulating a revival of Downtown Lake Park. This was and is a worthy focus, which APBC is fulfilling. We are a valuable entity on Park Avenue, and I am hoping that we will continue to be a place where multidisciplinary artists gather, offer educational programming, and further enhance the Town of Lake Park.

Sincerely,  
  
Maxine Schreiber, M.Ed.

130 Chatham F  
W. Palm Beach  
Fl. 33417

Attention! CRA

4/19/18

This is to highly recommend  
that you allow Art on Park Galleries  
in Lake Park to continue their  
noteworthy work at 800 Park Ave.

Their contribution to the community  
(eg. present student show) has been  
outstanding and their support and  
contribution generally to artists who  
are in much need of such a site  
to teach their art classes and  
show their own work are  
absolutely essential for the good  
of all concerned.

Sincerely Yours,  
Helen Ortega  
(561) 653-1488

To Lake Park CRA (Community Redevelopment Agency),

The Art on Park Gallery and their Board of Directors for Artists of Palm Beach County are a great asset to Lake Park and surrounding cities.

The Gallery features very talented local artists and offers a variety of art from watercolors and oils to abstracts, collages, jewelry and more.

It is a special place for artists to share their works.

The Gallery has many free programs for residents and attendees. Many people turn out to enjoy the Gallery's monthly opening exhibitions where snacks and wines are served and everyone has a great time meeting the artists and seeing their works.

Being local photographers and covering many interesting events in the North County area, we look forward to the exhibition each month to meet the artists and see their new works.

Please keep this local community Art Gallery.

Sincerely,

Penny and Wally Sheltz

1033 Country Club Drive

North Palm Beach, Fl 33408

561 626 7031

[wallypenny@comcast.net](mailto:wallypenny@comcast.net)



RICK GOODSELL

**GOODSELL**  
410 9th Street  
Lake Park, FL 33403  
842-9911

08/25/2017

ARTISTS of PACM BEACH, LAKE PARK.

HAPPY ANNIVERSARY 5 year!


I ENJOY VISITING THE STUDIO IN PERSON OR JUST WALKING BY AND LOOKING IN THE WINDOW.

THE FIRST YEAR THE STUDIO OFFERED FREE CLASSES TO RESIDENTS AND I ATTENDED MOST, LOOKING FORWARD TO THE CLASS, MOST THE TIME I WAS THE ONLY PERSON IN CLASS, BUT THE CLASS WAS PRESENTED & I LEARNED.

A RECENT CLASS (LAST YEAR) WAS PHOTO SHOP, A FRIEND OF MINE ATTENDED WITH MIE AND HE BECAME MOTIVATED TO MAKE SOME ART AND SHOW IT AT THE GALLERY.

I ENJOY THE OPEN HOUSE PARTIES, SOME TIMES EVEN COMMISSIONERS SHOW UP. LOTS OF CONVERSATION & GOOD TIMES.

THE STUDIO IS PLEASING AND A GOOD FIT FOR THE NEIGHBORHOOD.



RICK GOODSELL

Thomas R. Rowe, M.D., F.A.C.S.

General & Oncologic Surgery

Diplomat American Board of Surgery

2055 Military Trail Suite #305 • Jupiter, FL 33458 • (561) 744-5907 • Fax (561) 744-4619

To The Lake Park Community  
Redevelopment Agency

4/10/18

Dear Concerned Parties;

I have been an active participant in the Art Gallery at 800 Park Avenue for 2 years now.

This is a cultural enhancement to the community and I strongly urge you continue to support its existence.

If further details are required please advise.

Sincerely,

Tom

Thomas R Rowe MD

Dear Sirs:

It is indeed distressing to hear that the CRA is considering the removal of the Artists of the Palm Beaches from their current location in Lake Park. I am a friend and former member of this organization and it served me well when I needed the association.

This league of nearly 100 artists is one of 4 major art leagues in Palm Beach County and it is the only one that provides gallery space, studio space and the ability to provide continuous indoor shows throughout the year. It also has a very well developed website which is able to promote and advertise itself and to serve its members fully.

Moreover, it provides service to the Lake Park community by offering from time to time exhibitions to younger artists from local schools, e.g. most recently having an art exhibit by The Palm Beach Gardens High School. Also, it provides poetry readings and art demonstrations which are open to the local citizens.

It has even offered jewelry making and craft demonstrations, which are inspirational in getting folks younger and older alike started in an endeavor, all be it part time, in providing extra income, and contributing towards an individual's mental health and peace of mind by helping them to be productive members of society in difficult economic times.

Artists of the Palm Beaches is a valuable asset to the Lake Park community with a proven track record. Its dissolution will be felt by the community. Please consider your options carefully. Thank you.

Sincerely,

David Whitlock  
P.O. Box 1189  
Lake Worth, Fl. 33460  
561 537-1423  
mainstman@earthlink.net

TO: LAKE PARK C.R.A

FROM: GRANT P. WILLIAMS

I AM A RETIRED ART TEACHER OF 33 YRS., ALL IN PALM BEACH COUNTY. I AM ALSO A MEMBER OF THE ARTISTS OF PALM BEACH COUNTY AND A RESIDENT ARTIST OF THE ART ON PARK GALLERY. I ALSO HELPED TO SET UP THE PALM BEACH GARDENS HIGH SCHOOL STUDENT ART SHOW APR. 22-27.

THE FIRST P.B.G.H.S. WAS BUILT IN 1968, THAT WAS MY FIRST H.S. TEACHING JOB AND I TAUGHT AT GARDENS H.S. FOR 10 YEARS.

THE STUDENT EXHIBIT AT THE ART ON PARK GALLERY IS A GREAT OPPORTUNITY FOR GIFTED ART STUDENTS TO BE RECOGNIZED FOR THEIR ACHIEVEMENTS BY FRIENDS, FAMILY AND COMMUNITY.

THE NEXT WEEK I WILL BE JUDGING A JUPITER HIGH SCHOOL ART SHOW AT THE JUPITER COMMUNITY CENTER. THIS SHOW HAS BECOME AN ANNUAL EVENT. THE TOWN OF JUPITER GIVES A NUMBER OF AWARDS. (I TAUGHT AT JUPITER HIGH FOR 20 YRS.)

I ENJOY ALL THE OPENINGS THAT WE HAVE AT THE GALLERY AND THE OPPORTUNITY TO MEET AND TALK TO UP AND COMING ARTISTS.

THIS IS TRULY A JEWEL IN THE ART DISTRICT ON PARK AVENUE.

*Grant P. Williams*

CELL (561) 670-6712

HOME (561) 747-0684

P.S. COME BY FOR THE STUDENT SHOW OPENING WEDS. APR. 25<sup>TH</sup> 6-8 PM.

10084 Meridian Way N

Apt 9

Palm Beach Gardens FL 33410

April 27, 2018

LAKE PARK COMMUNITY DEVELOPMENT  
TO WHOM IT MAY CONCERN

535 PARK AVE

WPB FL 33403

By eliminating Lake Park Art  
Gallery, the cultural life of its  
citizens is demeaned not to mention  
the ill effects on the Gallery's  
patrons.

Sincerely

Frances M. Masur

561-624-5626

**EXHIBIT F**

**Current Resumes of Business Principals**

RESUME, JOSEPH FRIEDMAN  
220 COVENTRY L WEST PALM BEACH, FL  
561-252-4894

Joe Friedman President Artists of Palm Beach County  
Artist/Instructor

A resident of Palm Beach county since 1979

Mr Friedman has maintained a studio in Lake Park where he and his wife Irma work their magic with paint and brush. He works primarily in oils and Irma with acrylics. Joe has been offering art instruction from that location for several years.

Mr Friedman grew up in Philadelphia where he began his studies in art. Upon graduation from high school, he was awarded a four year scholarship to the prestigious "Pennsylvania Academy of Fine Arts" where he studied under many noted American / Philadelphia artists. The Academy was designed after the great art schools of Europe, and that which he learned from those methods he still relies on today.

Over the years his work has evolved from a strictly representational view to a more inspirational view. You might say that he has a unique "vision". And you will enjoy that view whenever you see his work. His work can be found in private collections across the country. He has been active with APBC since It's inception, serving on the steering committee and then on it's board of directors. He currently is President of Artists of Palm Beach County.

As president, Mr. Friedman introduced "sharing meetings" where artists are asked to share with other members and guests their ideas about art in general and their work in particular. He actively seeks input from all members and encourages participation in this lively and growing organization.



**ALVARO (AL) J. ROJAS**  
327 Linda Lane.  
West Palm Beach, FL 33405  
H: (561) 856 7206 C: (561) 856 7206  
[Adrojas987@aol.com](mailto:Adrojas987@aol.com)

Experienced and versatile team leader adept at forging international business relationships, guiding marketing programs and developing internal sales and support organizations. Specific focus on:

- Developing distribution channels and contracts with regional VARs and Integrators.
- Introduction of new products, solution and technologies to the region.
- Strategic planning, business development and market analysis to implement a selling campaign in new region.
- Recruiting, training and management of new personnel in region.
- Direct relationship with major regional Government Departments, Banks and Private Sector Companies.

**RETIRED – MEMBER OF ARTISTS OF PALM BEACH COUNTY (APBC), CURRENT VICE PRESIDENT 2015-2018**

### **PROFESSIONAL EXPERIENCE**

**THALES E-SECURITY, SALES DIRECTOR LATIN AMERICA & SOUTH FLORIDA 2004-2015**

**RESPONSIBILITIES:** Develop and increase sales in South Florida, Latin America and the Caribbean.

- Develop Sales Channel for security appliances.
- Increase sales of Transaction Processing solutions by 20% Y o Y
- Introduce new security products and solutions to the Latin America market.

**CONSULTANT, BUSINESS DEVELOPMENT – HEALTH CARE IT MARKET 2002-2004**

**RESPONSIBILITIES:** Develop and increase sales in South Florida, Latin America and Caribbean.

- Sold and Managed equipment and supplies (\$135K) project for clinic in Peru.
- Sold equipment and supplies (\$125K) to University Hospital in Ecuador.
- Worked on developing regional relationships in Central America and the Caribbean.

**LUCENT TECHNOLOGIES, BUSINESS DEVELOPMENT MANAGER 1999-2002**

**RESPONSIBILITIES:** Develop and increase sales in Central America and Caribbean.

- Sold large DSL network (\$ 12M) to Puerto Rico Telephone Company (PRT)/Verizon.
- Increased sales to RACSA and CODETEL from \$200K to \$ 1M.
- Responsible for the sale of network communication solutions including VoIP (Voice Over IP), WiFi, VPNs ATM/IP/Frame Relay switching and remote access.
- Successfully developed and increased sales in Latin American territories.
- US based account experience includes: Spectrum, Intercom Network, American Internet Communications, Starcom, Global Exchange, other telcos and VoIP transport companies.
- Latin American account experience includes: Verizon, Cable and Wireless, ICE in Costa Rica, ETB and Telecom in Colombia, Telefonica de Espana and Centennial.

**ASCEND COMMUNICATIONS - Latin America Sales 1997-1999**

(Acquired by Lucent Technologies, June '99)

**Senior Field Systems Engineer / Business Development Manager**

**RESPONSIBILITIES:** Develop and increase sales in Venezuela, Colombia, Ecuador and Peru.

**RESULTS:**

- Accomplished goal of increased sales of over \$8M through new accounts.
- Signed up four new distributors.
- Responded to several major bids with potential of over \$10M in sales.

**CASCADE COMMUNICATIONS – Latin America Sales 1996-1997**

(Acquired by Ascend in 1997)

Sale and Business Development of Cascade's leading Frame Relay, IP and ATM switch products solutions.



**GENERAL DATACOMM - Latin America Sales**

**1994-1996**

**Senior Field Systems Engineer**

**RESPONSIBILITIES:** Develop the assigned territory by identifying and qualifying potential distributors. Educate new and existing distributors with respect to their market and territory opportunities. Train distributor's personnel to identify customer's data internetworking needs and apply GDC's equipment to solve those needs.

**RESULTS:**

- Signed up three new distributors, assisted one distributor to accomplish over \$3M in equipment/services sales.
- Coordinated and participated in five seminars, resulting in numerous sales leads.
- Traveled to the assigned territory to train distributors on new products and market opportunities; assisting in numerous proposals.
- Visited and worked with new and existing customers, resulting in sales of over \$3.5M.

**RACAL DATACOM - Strategic and International Sales**

**1977-1994**

**Senior Field Systems Engineer 1992-1994**

**RESPONSIBILITIES:** Pre-sales Engineering - perform customer need analysis in order to design and propose a telecommunications network; present corporate products, technology trends and network proposals to customers; co-ordinate pilot projects in order to sell proposed telecommunications network to customers. Give technical support to RACAL's International Distributors during sales cycle.

**RESULTS:**

- Traveled to Latin America and Asia/Pacific regions to work with RACAL's distributors and their customers, resulting in numerous proposals and equipment sales in excess of \$3 million.
- Supported sales and installation for Taiwan Ministry of Finance, Bao Shan Steel of China, Banco Maracaibo in Venezuela, Empresas Publicas ISDN Network in Colombia.
- Participated in the sale of a multimillion dollar sale to GTE Hawaiian Tel, GTE Central, GTE North, GTE South Telephone Operations Companies and Cable and Wireless; meeting 100% of quota for FY'93.

**Other positions held in Racal DataCom:**

Corporate Systems Engineering – Sr. Principal Network Consultant.	1989-1992
New Products Engineering – Project Manager	1984-1989
Office Networks Division – Design Engineer II	1980-1984
Manufacturing Test Division – Sr. Test Technician.	1977-1980

**EDUCATION:** Masters in Business Administration, 1990  
Specialized in International Business  
NOVA University - Fort Lauderdale, Florida

Bachelor in Electrical Engineering Technology, 1982  
Specialized in Micro-Processors and Digital Design  
Florida International University - Miami, Florida

# LEE LILIENTHAL

PO Box 30845, Palm Beach Gardens, FL 33420-0845 | | C: 561-201-6350 | leestanford2000@yahoo.com

## Summary

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Highly skilled and goal-oriented financial services practitioner with 23 years experience with focus on life insurance, pre-retirement/post-retirement planning, business succession, and wealth preservation planning

## Highlights

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- \*Extensive life insurance, fixed/variable annuity, disability income and long term care product knowledge
- \*Exceptional verbal, writing, and presentation skills
- \*Strong sales-closing skills
- \*NASD Series 6/63

## Accomplishments

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- \*89% 4-year life insurance retention rate
- \*Frequent MDRT qualifier

## Experience

---

<b>Exclusive Financial Specialist/Registered Representative</b> Allstate Financial Services LLC — West Palm Beach, FL	Dec 2007 to Current
<b>Independent Agent</b> Lilienthal Financial Group — Miami Springs, FL	Jun 2005 to Dec 2007
<b>Brokerage Director</b> Bisys Insurance Services — Miami Springs, FL	May 2004 to Jun 2005
<b>Independent Agent</b> Lilienthal Financial Group — Miami Springs, FL	Sep 2003 to May 2004
<b>Brokerage Director/Recruiting Director (dual role)</b> Hurwitz, Kroll & Partners Inc — Miami Springs, FL Recruited 26 new agents within my first 15 months with the firm	Feb 1999 to Sep 2003
<b>Life &amp; Disability Brokerage Director</b> The Dardick Agency — Miami Springs, FL My new start-up life/disability unit generated \$1.5MM of revenue during first 18 months of operation	Mar 1997 to Feb 1999
<b>Registered Representative</b> New York Life — Ft. Lauderdale, FL	Mar 1994 to Mar 1997
<b>Registered Representative</b> Equitable Life Assurance Society — Boca Raton, FL	Jun 1993 to Dec 1993

## Education

---

<b>Bachelor of Arts, Economics</b> University of Pittsburgh — Pittsburgh, PA	1977
---	------

## **RESUME**

SUE ELLEN DUCHENE  
134 Park Ave.  
Lake Park, FL 33403

(561) 881-7207  
Fax: (561) 841-7527  
Email: [s.duchene@att.net](mailto:s.duchene@att.net)

Education: Grace Martin School of Business

Work Experience:

General office, bookkeeping 1969 - present

Current: Self-employed 35 years; bookkeeping, general office

Personal References (minimum 20 years acquaintance)

Thomas J. Longhurst; Lighting Services, Inc.; Palm Beach, FL  
Garden Lighting Design (561) 833-5744

Dr. Russell B. Stoch, D.M.D.; North Palm Beach, FL  
(561) 627-4040

Charles Horan; CRH Repair Services, Inc.; North Palm Beach, FL  
(561) 844-0091

April 21, 2018



# **N o r m a n   B e r m a n**

member "artists of palm beach county"

e-mail: [normberman12@gmail.com](mailto:normberman12@gmail.com)

website: [www.normanberman.com](http://www.normanberman.com)

- I am a product of the public school system of New York City
- Received BA (1956) and MA (1958) from Brooklyn College: Major in Design (Art), Minor in Secondary Education
- In 1956, I became a teacher of fine arts in the NYC school system. I taught in both junior high schools and senior high schools. For thirty-five years plus, I was a teacher and then a supervisor (Assistant Principal) in the high schools of the City of New York. During my tenure in the New York City school system, I also held the rank of Adjunct Assistant Professor of Art at Queensborough Community College where I taught painting, drawing, two-dimensional design, advertising design and art history.
- In 1983, I received the "Art Educator Award" from the New York City Art Teachers' Association/UFT in recognition of my outstanding service and commitment to art education.
- I co-authored the book "Art from Clutter" which is a guidebook in the creation of artwork created from household and found objects.
- I have exhibited widely in the New York metropolitan area. My work appears in numerous private collections across the country. I am represented in the permanent collection at the Queensborough Community College Gallery. I have had works displayed at the JCC-Suffolk Y in Commack, several libraries in Nassau and Suffolk Counties, the East Northport Jewish Center and the Polish Consulate in Manhattan. My work was also displayed in the GE Gallery in Schenectady, NY and at SONY in NYC.
- Several of my paintings, were accepted previously in the Art in Public Places exhibitions at PBIA .
- I am currently a member and on the Board of Directors of the ARTISTS OF PALM BEACH COUNTY and recently had paintings in a variety of APBC venues.
- I was the exhibition chairman of the Artists of Palm Beach County exhibition entitled PARTICIPATION which was held at the Armory Art Center in West Palm Beach.
- Nov. 2013- One Person Show at the Armory Art Center, West Palm Beach, FL.
- May 2025 One Person Show at the Weisman Community Center, Delray Beach, FL.
- May / June 2017 One Person Show at Artists of Palm Beach County gallery Art On Park (800 Park Ave).
- Have created a series of Lectures/PowerPoint presentations on a series of Art and Photography related subjects.

**MAXINE SCHREIBER, M.Ed.**

**Schreiber Studio**

2480 Presidential Way #501 \* West Palm Beach, FL 33401 \* 561-689-2530

[www.schreiberstudio.com](http://www.schreiberstudio.com)

**EXPERIENCE:**

**Artist/Writer:** Oil painter, watercolorist, and collage artist exhibiting works in galleries, museums, and juried exhibitions. As a former columnist for *BestofArtists.com*, the *Indian River Art News*, and as the West Palm Beach Fine Arts Examiner for *Examiner.com*, published hundreds of articles educating the public about art, artists, and the rich Palm Beach County art scene. Won the Florida Writers Association 2008 Royal Palm Literary Award (RPLA) Second Place for Women's Fiction (unpublished) and was a finalist for the 2009 Short Story and 2010 Women's Fiction RPLAs.

**EDUCATION:**

**New England School of Art and Design**, Boston, MA, 1981-1982.

**M.Ed. Lesley University**, Cambridge, MA, 1977, Expressive Therapies (Art and Dance therapy, Psychodrama).

**B.A. Kean College**, Union, NJ, 1969. Fine Arts major, Education minor. Dean's List 1968-1969. **University of Copenhagen**, Denmark, 1968. Junior Year Abroad. European Art and Scandinavian Architecture and Design.

**SOLO EXHIBITIONS:**

**"Maxine Schreiber: A Retrospective,"** Shirley & Barton Weisman Community Center, Delray Beach, FL, April 12 – May 31, 2015.

**"Luscious Landscapes,"** Lake Park Library, Lake Park, FL, September 3, 2013 – October 31, 2013.

**"The Schreibers: The Apple Doesn't Fall Far From The Tree," Small Works,** Turner Moore Memorial Library, Manalapan, FL, November 12, 2011 – February 11, 2012.

**"The Schreibers: The Apple Doesn't Fall Far From The Tree," Large Works,** Florida Atlantic University, John D. MacArthur Jupiter Campus, December 5, 2011 – January 31, 2012.

**"The Schreibers, A Father/Daughter Show,"** Pandora's Hope Gallery, Delray Beach, Florida, July 15 – July 17, 2005.

**RECENT SELECTED EXHIBITIONS:**

**"Bread and Roses, The Art of Resistance,"** Clay Glass Metal Stone Gallery, Lake Worth, FL, August 2017.

**"Envisioning New Pathways,"** NAWA FL Chapter, Palm Beach State College, The Gallery at Eissey Campus, Palm Beach Gardens, FL, May 16 - August 30, 2017.

**"Artistic Reflections,"** WITVA Juried Exhibit, Boynton Beach City Library, Boynton Beach, FL, January 4 - May 3, 2017.

**"Down the Rabbit Hole,"** NAWA FL Chapter, The Armory Annex Gallery, Lake Worth, FL, March 2017.

**"Blazing New Trails,"** NAWA FL Chapter, Marco Island Center for the Arts, Marco Island, FL, October 31 - November 30, 2016.

**"ARTistic Visions,"** WITVA Juried Exhibit, Cultural Council of Palm Beach County, Lake Worth, FL, August 16 - October 1, 2016.

**"Boca Imaging Center,"** West Boca Diagnostic Imaging Center, Boca Raton, FL, September 28, 2015 – September 28, 2016.

**"Taking Artistic License,"** NAWA Florida Chapter, ArtServe Ft. Lauderdale, FL, November 7 - 20, 2015.

**"Continuum West Palm Beach Arts,"** In conjunction with Art Palm Beach and Art Synergy, Downtown West Palm Beach, January 21 – February 7, 2015.

**"125 Years: Women of Vision,"** National Association of Women Artists, Inc. Exhibition, Armory Art Center, West Palm Beach, December 5, 2014 – January 10, 2015.

## GALLERIES:

**Clay Glass Metal Stone Gallery**, 15 S. J Street, Lake Worth, Florida, May 2017 - Present.  
**Art on Park Gallery**, 800 Park Avenue, Lake Park, Florida, November 2012 – Present.  
**A Unique Art Gallery**, 226 Center Street, Jupiter, Florida, June 2010 – March 2012.  
**Ross Gallery of Art**, 2900 S. Dixie Highway, West Palm Beach, Florida, May 2010 – October 2010.  
**Rare Earth Gallery**, 41 Southwest Flagler Avenue, Stuart, Florida, February 2010 – August 2011.  
**Urs Art Studio Gallery**, 802 N. Federal Highway, Boynton Beach, Florida, October 2009 – January 2010.  
**Aquarian Age Gallery**, 2884 S. Federal Highway, Boca Raton, Florida, January – March 2008.  
**Beyond Décor Fine Arts Gallery**, 211 Royal Poinciana Way, Palm Beach, Florida, March 2006 – January 2007.  
**The Unknown Artist Gallery**, 120 S. Dixie Highway, West Palm Beach, Florida, Oct. 2004 - January 2006.  
**Pandora's Hope**, 167 NE 2<sup>nd</sup> Avenue, Delray Beach, Florida, February – August 2005.

## PUBLICATIONS:

**The Story of DAPHNE the Duck**, Written and illustrated by Maxine E. Schreiber, Amazon Books.com, April 2014.  
**The Schreibers: The Apple Doesn't Fall Far From The Tree** by Maxine Schreiber, Blurb Inc., 2011.  
2<sup>nd</sup> Edition Amazon Books.com, April 2014.  
**West Palm Beach Fine Arts Examiner**, *Examiner.com*, July 2009 – June 2012.  
**Maxine's Blog**, *Indian River Art News.com*, April 2009 – December 2011.  
**Art Musings**, *BestofArtists.com*, March 2008 – February 2009.  
**The Best of Florida Artists**, Kennedy Publishing, **Honorable Mention**, 2006.

## AFFILIATIONS:

**National Association of Women Artists**, NY, NY and **N.A.W.A. FL Chapter**, March 2014 – Present. Publicity Coordinator on the Florida Chapter Board of Directors 2014 - 2017.  
**Artists of Palm Beach County**, 800 Park Avenue, Lake Park, FL, Member of the Board of Directors, Jan. 2008 - Present.  
**Florida Writers Association**, FL, 2008 – 2014.  
**Women in the Visual Arts, Inc.**, Juried Artist Member, Boca Raton, FL, Nov. 2002 – Present. Newsletter Editor and member of the Board of Directors 2014 - Present. Corresponding Secretary 2016 - Present.  
**Norton Museum of Art**. Member. West Palm Beach, FL, September 1983 – Present.  
**Artists Association of Jupiter**, Juried Artist Member, Jupiter, FL, June 2010 – 2012.  
**Lighthouse ArtCenter**, 373 Tequesta Drive, Tequesta, FL, Member, Jan. 2010 – 2012.  
**Artists' Guild of the Palm Beaches**, West Palm Beach, FL, 2006 - 2007.  
**Armory Art Center**, West Palm Beach, FL, Member 2005 – 2009.  
**Lake Worth Art League**, Lake Worth, FL, Member 2004.

## HONORS:

**Certificate of Merit**, Awarded by Women in the Visual Arts, Annual Spring Luncheon, April 7, 2017.  
**Judge's Recognition Award** for photograph "Welsh Countryside," Photography 2016 Exhibit, Art on Park Gallery, Lake Park, FL, August 15 - September 30, 2016, Judged by Durga Garcia.  
**Judge's Recognition Award** for painting "Blue-footed Booby and Baby," *Audubon of the Everglades 50th Anniversary Exhibit*, Art on Park Gallery, Lake Park, FL, November 21, 2015, Judged by Melinda Moore.  
**Judge's Recognition Award** for painting "Castle by the Sea," *Artistic Adventures*, Women in the Visual Arts Juried Exhibition, Coral Springs Museum of Art, Coral Springs, FL, August 26 – September 29, 2014.  
**Invitational Exhibition** *Vivid Art* curated by Grace Greenberg in 110 East Atlantic Ave., Delray Beach, FL, April 3 – June 3, 2011.  
**Invitational Award For Future Group Exhibition** *Creative Dimensions*, Women in the Visual Arts All Florida Open Juried Exhibition, 110 East Atlantic Ave., Delray Beach, FL, January 17 –March 1, 2011. .  
**First Place Award 2D** *A World of Creativity*, Juried Group Exhibition, Northwood University, West Palm Beach, Florida, October – November 2004.

**EXHIBIT G**

**History of Organization  
Mission Statement  
and Board of Directors**

**Exhibit G** - Copy of the history of Offeror's organization, adopted mission statement and goals.

History of APBC - In February, 2006, ArtiGras contacted APBC with the need to create a "local artists only" juried section. Inclusive to APBC, 14 members applied and were accepted for this special section of the art festival. In March and April, 2006, the first juried exhibit of our Founding Members was held with the City of Palm Beach Gardens' Gardens Art exhibition program. In 2007 and 2008, we worked with Palm Beach County Cultural Council and Palm Beach County Art in Public Places to create Artavox, the first collaborative event in the county to a celebrate local artists! It is an example of the positive impact Artists of Palm Beach County has had on the community at large. By collaborating with other cultural organizations and the business community, we were all able to leverage our resources for a greater cause.

Since December 2012 we have developed, managed, and flourished in the Art on Park Gallery, 800 Park Avenue, Lake Park. There we have provided an excellent venue for hundreds of local artists (both members and non-members) to gather, show and sell their work, and we have given the public an opportunity to know the local art community. Our mailing list has reached over two thousand people who are invited to our gallery on an almost weekly basis, and the number grows. It includes contacts not just from our region but from around the U.S.A.

**Our Mission**

Founded in 2006, **Artists of Palm Beach County** (APBC) is a grassroots coalition created and managed by artists for artists of all disciplines. We are dedicated to empowering individuals in the arts by reaching out to our diverse community, cultivating professional and social resources and opportunities for our members and developing collaborative relationships.

**Board Members**

PRESIDENT: JOSEPH FREIDMAN

VICE PRESIDENT: ALVARO ROJAS

SECRETARY: LEE LILIENTHAL

TREASURER: SUE DUCHENE

COMMUNICATIONS AND MARKETING COMMITTEE:  
NORMAN BERMAN, MAXINE SCHREIBER

BENEFITS AND SERVICES COMMITTEE:  
JEAN HUTCHISON

MEMBERSHIP COMMITTEE:  
JOHN VINCENT PALOZZI

STRUCTURE, GOVERNANCE AND DEVELOPMENT COMMITTEE:  
NORMAN BERMAN, AL ROJAS, MAXINE SCHREIBER



GALLERY MANAGEMENT COMMITTEE  
JOHN VINCENT PALOZZI

AT LARGE BOARD MEMBERS:  
LYDIA DARDI, GRANT WILLIAMS, KELLEY ALLEN, KENNETH DEMPSEY

**EXHIBIT H**

**List of Previous Locations or  
Currently Occupied by APBC**

**Exhibit H - A listing of all locations previously or currently occupied by Offeror.**

APBC Current Address: 2012 - Present  
800 Park Avenue  
Lake Park, Fl 33403

Prior to 2012, APBC met at a Palm Beach County Public Libraries and associates galleries, studios and homes.

**EXHIBIT I**  
**Class Schedule**

# 2018 CLASS SCHEDULE:

# APBC Art on Park Gallery

## January

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## February

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

## March

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## April

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## May

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## June

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## July

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## August

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## September

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## October

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## November

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## December

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FREE COLLAGE CLASS 2 PM

FREE OPEN POETRY READING 2PM

FREE LAMPWORK DEMO 2-4PM

BEAD WEAVING CLASS 6-8PM (\$40 [\$20 LAKE PARK RESIDENTS])

EXHIBIT OPENINGS: 5 - 8PM - FREE, REFRESHMENTS

ART SALON 6PM FREE

**EXHIBIT J**

**2018 Exhibition Schedule**

# 2018 Exhibition Schedule: APBC Art on Park Gallery

## January

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## February

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

## March

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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## June

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## July

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## August

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30						

5th Anniversary Members' Exhibition  
01/02/2018 to 01/26/2018  
Opening Reception: 01/12/2018  
Submission Deadline: 12/20/2017

Mixed Media/Collage  
01/29/2018 to 02/23/2018  
Opening Reception: 02/09/2018  
Submission Deadline: 01/17/2018

Showcased Artists I  
02/26/2018 to 03/23/2018  
Open Reception: Friday, 03/09/2018  
Submission Deadline: Wednesday, 02/14/2018

Scapes / Plein Air  
03/26/2018 to 04/20/2018  
Open Reception: Friday, 04/06/2018  
Submission Deadline: Wednesday, 03/14/2018

## October

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21	22	23	24	25	26	27
28	29	30	31			

Still Life  
04/23/2018 to 05/18/2018  
Open Reception: Friday, 05/04/2018  
Submission Deadline: Wednesday, 04/11/2018

Showcased Artists II  
05/21/2018 to 06/15/2018  
Open Reception: Friday, 06/01/2018  
Submission Deadline: Wednesday, 05/09/2018

Digital Imagery  
06/18/2018 to 07/13/2018  
Open Reception: Friday, 06/29/2018  
Submission Deadline: Wednesday, 06/06/2018

## November

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Portraits  
07/16/2018 to 08/10/2018  
Open Reception: Friday, 07/27/2018  
Submission Deadline: Wednesday, 07/04/2018

Showcased Artists III  
08/13/2018 to 09/07/2018  
Open Reception: Friday, 08/24/2018  
Submission Deadline: Wednesday, 08/01/2018

Drawing / Hand Pulled Prints  
09/10/2018 to 10/05/2018  
Open Reception: Friday, 09/21/2018  
Submission Deadline: Wednesday, 08/29/2018

## December

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30	31					

Photography  
10/08/2018 to 11/02/2018  
Open Reception: Friday, 10/19/2018  
Submission Deadline: Wednesday, 09/26/2018

Showcased Artists IV  
11/05/2018 to 11/30/2018  
Open Reception: Friday, 11/16/2018  
Submission Deadline: Wednesday, 10/24/2018

Absolutely Abstract  
12/03/2018 to 12/28/2018  
Open Reception: Friday, 12/14/2018  
Submission Deadline: Wednesday, 11/21/2018

**EXHIBIT K**

**Condo News Advertisement**



# FOOD • FUN • ENTERTAINMENT

## CRESTHAVEN BARKLEY

By Michael Swope



**G**reetings from Barkley. It's mid-April and many of our seasonal residents have packed up and headed north. As a snowbird myself, I want to thank all of our committees and volunteer workers for another wonderfully entertaining respite from harsh winter weather.

Our last Friday fish fry for the year was a sell-out and our "Good-Bye Snowbirds" dinner and dance were

well attended. The food at these events has been exceptional.

The Barkley clubhouse is scheduled for summer upgrades. When the snowbirds return in the fall, the building will have been painted and new doors installed. The former hobby room and library are already being renovated. Thanks to our "Paint Color" committee - **Janet Flynn, Terri Hextell, Judy Sobocinski, and Shelley Swope** for the research and effort to come up with suitable colors. They visited all of the Cresthaven Associations for an in-depth review of existing schematics.



Left: Janet Flynn

Right: (L to R)  
Terri Hextell,  
Judy Sobocinski,  
& Shelley Swope



Please continue to attend our Bingo, which is every Monday at 6:30 p.m. and stamp collectors meet here the second and fourth Tuesday of every month at 1:00 p.m. The Cresthaven Stamp club is an affiliate of the American Philatelic Society. See [barkleyvillas.org](http://barkleyvillas.org) for current events. Come check us out.

## The Lake Worth Playhouse Presents *Oliver!*

April 12-29, 2018

*Book, Music and Lyrics by Lionel Bart*

The award-winning musical adaptation of the classic Dicken's novel springs to life with some of the most memorable characters and songs to ever hit the stage. Follow Oliver's journey on the streets of Victorian England from poor house to pick pocket and finally

Oliver! Is a musical theatre masterpiece.

**Schedule:**

Preview Night is Thursday, April 12, 2018 at 8:00 p.m. (\$23 & \$27)

Opening Night is Friday, April 13, 2018 at 8:00 p.m. (\$38 - includes Opening Night Elegance)

Evening and Matinee

April 14-29, 2018 at 8pm and 2pm. (\$29 & \$35)

Dinner & Show Night is April 12 and includes a 6:00 p.m. pre-show dinner at Couco Pazzo. The all-inclusive dinner/show package price is \$55 and includes a three-course meal and premium seats for the

Buy tickets online at <http://lakeworthplayhouse.org/Oliver.html> or call 561-586-6410.

Lake Worth Playhouse is located at 713 Lake Ave in Downtown Lake Worth. Valet Parking is \$5 (when available). Street and lot parking is also avail-



### Art on Park Gallery

a 501(c)3 Non Profit Organization

### Original Art by Local Artists

12 Noon to 6 PM Monday to Saturday  
Classes, Demos, Events, Monthly Exhibitions

800 Park Avenue, Lake Park FL 33403

561-345-2842

**Bring in this ad for a 10% discount**

[artistsofpbc@gmail.com](mailto:artistsofpbc@gmail.com)

[www.artistsofpalmbeachcounty.com](http://www.artistsofpalmbeachcounty.com)



EXHIBIT L

Trifold Brochure

## Membership

Would you like . . . Fellowship with local artists? Opportunities to show and sell your work? Involvement with your local art community?

## Join APBC

Register today at:  
[artistsofpalmbeachcounty.org](http://artistsofpalmbeachcounty.org)

## Rent for an Event

The Gallery is available for non-profit fund raising and private functions. The gallery has a dedicated kiln room and pottery wheels.

## Please Visit Us Online

[artistsofpalmbeachcounty.com](http://artistsofpalmbeachcounty.com) is the official site for Art on Park Gallery. It lists:

- All of the happenings at the gallery
- Showcases the work of resident and member artists on our on-line virtual gallery.
- [artistsofpalmbeachcounty.org](http://artistsofpalmbeachcounty.org) is the official membership site for Artists of Palm Beach County. It lists:
  - The names, contact information and URL's for all artist members
  - Membership information
  - Member events
  - By-Laws
  - Mission Statement
  - History
  - Exhibit Entry Forms



**800 Park Avenue  
Lake Park, FL 33403  
561-345-2842**

**[artistsofpalmbeachcounty.com](http://artistsofpalmbeachcounty.com)  
[artistsofpbc@gmail.com](mailto:artistsofpbc@gmail.com)**



## Art on Park Gallery

*Original Art by Local Artists*

**800 Park Avenue  
Lake Park, FL 33403  
561-345-2842**

**Open Mon-Sat, noon-6 pm**

**[artistsofpalmbeachcounty.com](http://artistsofpalmbeachcounty.com)  
[artistsofpbc@gmail.com](mailto:artistsofpbc@gmail.com)**





## Art on Park Gallery

Art on Park Gallery opened in the fall of 2012 and has since become home to resident artists whose powerful work covers the walls on either side of the gallery. The center of the gallery is used for ongoing rotating juried exhibitions from the APBC membership and other Palm Beach County Artists.

The gallery displays drawings, paintings, sculpture, photography, glass, collage, jewelry, ceramics and other media. Art originals and reproductions are for sale.

Classes, demonstrations and workshops are available. Check the website for current listings.



## Artists of Palm Beach County (APBC)

A coalition of artists of all disciplines—the first of its kind in Palm Beach County—APBC was founded in 2006. The organization is dedicated to empowering individuals in the arts by reaching out to its diverse community and cultivating professional and social resources for its members by developing collaborative relationships. The organization supports and promotes local artists and provides social and networking opportunities.

By bringing artists together for mutual benefit, APBC is also a means for enriching the community at large. To join, visit [artistsofpalmbeachcounty.org](http://artistsofpalmbeachcounty.org).



## At the Gallery

The APBC Art on Park Gallery is an exciting and inviting place to visit. Exhibits change every six weeks, and each is themed and designed to benefit a local non-profit organization. The Gallery is a venue for generating funds for these organizations by donating 15% of all sales from every exhibit to them. It also pays the artists up to 80% of the sale price of their work, because APBC is dedicated to empowering local artists.

We present free and paid events and classes for you to attend, which are designed for both adults and children. Many parents and grandparents attend these events and share the creative experience with their children.

Please email us and be asked to be added to our contact list. We will send out information about events, openings, classes and calls to artists. Also contact us if you would like to host an event at the Gallery, offer a class, or are a member of a club or organization that would like to have a meeting in a venue surrounded by local art. Rental prices vary from free to reasonable!

**EXHIBIT M**

**New Home Buyer Postcard**

## Welcome to the Neighborhood!



### Art on Park Gallery

a 501(c)3 Non Profit Organization

#### Original Art by Local Artists

12 Noon to 6 PM Monday to Saturday

Classes, Demos, Events, Monthly Exhibitions

800 Park Avenue, Lake Park FL 33403

561-345-2842

*Bring in this ad for a 10% discount*

[artistsofpbc@gmail.com](mailto:artistsofpbc@gmail.com)

[www.artistsofpalmbeachcounty.com](http://www.artistsofpalmbeachcounty.com)

photography  
watercolors  
acrylics  
collage  
oils  
jewelry  
and more



EXHIBIT N

Letter from the Cultural Council



April 19, 2018

Community Redevelopment Agency  
Town of Lake Park  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403

To Whom It May Concern:

The Cultural Council of Palm Beach County is aware that the organization Artists of Palm Beach County is preparing a proposal in order to remain in their current location at 800 Park Avenue. The Cultural Council of Palm Beach County supports this organization in their action.


Artists of Palm Beach County has been a member of the Cultural Council since its beginnings. Over the last five years, they have demonstrated their ability to maintain a community arts organization and fulfill the stated goals of their mission.

By holding art exhibitions, workshops, classes, art salons and other arts related activities open to the public, their goals coincide with the goals of the Council. This organization not only serves the local community; but also promotes tourist development within the county and state, which is one of the stated goals of the Council.

There are numerous funding opportunities available to the Artists of Palm Beach County and the Council will provide assistance to them to pursue grant funding.

The Council endorses the work of the Artists of Palm Beach County and supports them in their mission. They are an asset to the Town of Lake Park and its flourishing arts district and to Palm Beach County and the State of Florida.

Sincerely,

  
Kathleen Alex  
Interim CEO

COMMUNITY REDEVELOPMENT AGENCY  
TOWN OF LAKE PARK  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403  
TEL: 561-330-1100  
WWW.LAKEPARKFLORIDA.COM



**EXHIBIT O**

**Florida Art Education Association Membership Letter**

4/26/2018

2018-2019 FAEA Invoice



# Florida Art Education Association

402 Office Plaza  
Tallahassee, FL 32301-2757  
(850) 205-0068  
Toll Free: (866) 783-2787  
Fax: (850) 942-1793  
www.faea.org

**FAEA ID:9471**  
**Member: Mr. Joseph Friedman**

Date: 4/26/2018  
Invoice Number: 9471167532

**School/Work/Company Information:**  
Artists of Palm Beach CountyCounty, Inc.  
800 Park Ave  
  
Lake Park, FL 33403  
Palm Beach  
Phone: (561) 345-2842  
Fax:  
artistsopbc@gmail.com

**Home Information:**  
800 Park Ave  
Lake Park, FL 33403  
Palm Beach  
Phone: (561) 345-2842  
Fax:  
artistsopbc@gmail.com

### Items:

Quantity	Description	Amount	Paid
1	FAEA CMS Partner Membership - Bronze membership	\$75.00	✓

### Payments:

TransactionID	Date Paid	Payment type - Auth. or Check No.	AmountPaid
38192	4/26/2018 12:11:31 PM	Credit Card - *****1658 Auth No: 171517	\$75.00

**TOTAL DUE: \$0.00**

*Please print this page, and mail it along with a check for the total due payable to "Florida Art Education Association."  
Your membership will not be complete until complete payment is received.  
Payment can be made by credit card online at [www.faea.org/FAEAApps/](http://www.faea.org/FAEAApps/)*

**EXHIBIT P**

**Certificate of Solicitation**

1-800-HELP-FLA (435-7352)  
www.800helpfla.com  
www.freshfromflorida.com



DIVISION OF CONSUMER SERVICES  
2005 APALACHEE PKWY  
TALLAHASSEE FL 32399-6500

**FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**  
**COMMISSIONER ADAM H. PUTNAM**

July 21, 2017

Refer To: CH52359

ARTISTS OF PALM BEACH COUNTY, INC.  
800 PARK AVE  
LAKE PARK, FL 33403-2402

RE: ARTISTS OF PALM BEACH COUNTY, INC.  
REGISTRATION#: CH52359  
EXPIRATION DATE: July 21, 2018

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

*Rashaunta Jackson*

Rashaunta Jackson  
Regulatory Specialist I  
850-410-3745  
Fax: 850-410-3804  
E-mail: rashaunta.jackson@freshfromflorida.com

**PALM BEACH COUNTY SURFING  
HISTORY PROJECT, INC. PROPOSAL**

**Town of Lake Park  
Office of the Town Clerk, Town of Lake Park  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403**

**PROPOSAL FOR LEASING ARRANGEMENT  
FOR A TOWN OF LAKE PARK  
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
LOCATED AT 800 PARK AVENUE,  
LAKE PARK FLORIDA,  
RFP NO. 104-2018**

## **Table of Contents**

**Demonstration of Standards**

**Required Submittals**

**Acknowledgements**

- **Acknowledgement of Addenda**
- **Offeror's Certification**
- **Affidavits**
  - **Conflict of Interest Disclosure Form**
  - **Notification of Public Entity Crimes Law**
  - **Certification of Drug-free Workplace**
  - **Non-collusion Affidavit**
- **Signature Page**

**Enabling a partnership with the Town of Lake Park to enhance high-quality development in the Park Avenue area of the Town is the goal of this proposal**

The Palm Beach County Surfing History Project has demonstrated ten years of providing high-quality programs and events benefiting the Project and the local community.

- Approximately 27,500 visitors to our 2 museum locations (Delray & Lake Park) and various off-site exhibits produced by the Project over the last 2 1/2 years.
- 14 off-site exhibits statewide since 2008
- Visitors to our museum were from 216 zip codes.
- S. County exhibit at Sandoway Discovery Center alone had more than 12,000 visitors in the past 12 months
- Currently hiring a Executive Director and a grant writer.
- 112.8 million visitors came to Florida in 2017 and 65% of them visited a museum during their visit.

Our marketing outreach now includes a partnership with the Palm Beach County Tourist Development Council's "Visit the Palm Beaches" marketing program and our Surfing Florida Museum and special events will be featured on "Visit the Palm Beaches" social media platforms and website. Our events will also be marketed via the Cultural Council of Palm Beach County's website and our own website, Facebook, Twitter and Instagram postings. Constant Contact is our selected email outreach and we have three volunteer members who are proficient in website development, Photoshop and Microsoft Publisher to produce graphics for events.

Our most recent event is a partnership with Sunfest's Special Events program manager, who arranged for the Project to have a 35' booth in the Arts Section of Sunfest to promote our Surfing Florida Museum in Lake Park. Sunfest is expected to have 170,000 attendees from May 3<sup>rd</sup> to May 6<sup>th</sup> and they will be able to pose in our "Photo-Op Wave" made from 1,200 recycled water bottles. The message is to keep single-use plastic out of the ocean and invite them to our museum. We partnered with the following non-profit organizations for this Sunfest event:

- Sea to Shore Alliance
- Friends of Palm Beach
- Surfrider Foundation's Palm Beach County Chapter
- Eastern Surfing Association's Palm Beach/South Florida District

These are some of the local non-profit organizations that we have partnered with in the past and we plan to partner with them during 2018 for events in Lake Park.



Being able to plan many months in advance for special events will allow us to stage annual events such as Galas, Golf Tournaments and Paddleboard Events, which require extended planning periods. Other events planned for 2018 include family music and art events at the museum, along with frequent movie night events and environmental seminars. Our goal is to have at least 8 special events and attract more than 1,500 visitors over the next twelve months. We have a track record of attracting a wide demographic, and many of our events over the years have successfully attracted children and families.

Permitting and licensing for events has been shown by our administrators over many years, and included events in Boca Raton, Delray Beach, Boynton Beach, Lantana, Lake Worth, Jupiter and Palm Beach County, including the necessary insurance.

Visitor to our museum in Lake Park over the past 18 months have entered contact information that we have compiled, including hundreds of zip codes to show attendance on a regional scale and beyond. We expect to continue being open to the public five days per week, but also on many evenings for special events.

Our historical collection of artifacts, photographs and oral histories includes materials valued at more than \$50,000 and our equipment includes display furniture, moveable walls, wide screen and smart TV's, music equipment, office equipment, projectors, screens and gallery store inventory. Much of our collection inventory is in our Lake Park warehouse due to space limitations in our current location.

# **SURFING FLORIDA MUSEUM**

## **SPECIAL EVENTS CALENDAR**

<u>Date</u>	<u>Event</u>
Completed: August 30 and 31, 2017	Sandoway Discovery Center surfing exhibit opening
Completed: September 17 - 20	Florida Association of Museums Conference - Naples
Completed: September 29 <sup>th</sup>	Wave Art Painting Party with Celebrity Artist/Auction
Completed: October 5 <sup>th</sup>	Reception at Sandoway Discovery Center with Sandoway's Board of Directors and DBHS Board of Directors - with our surfing history exhibit.
Completed: December 16 <sup>th</sup> ,	opening reception for Dick Catri Memorial Exhibit in the museum.
Completed: January 5 <sup>th</sup> , 2018	Corky Carroll Meet and Greet/Talkin' Story Panel at Nautical Ventures.
Completed: January 6 <sup>th</sup> ,	Corky Carroll Concert / SUP Raffle at Summer Crush Vinyard in Ft. Pierce
Completed: January 24, 25, 26, 27,	Surf Expo (10'x 20' booth and 30' of linear wall space in main aisle)
Completed: February 6 <sup>th</sup> , 2pm	Surfing History Children's educational program at Jupiter Branch Library
Completed: February 10 <sup>th</sup>	Share the Stoke Pro contest kickoff event
Completed: February 25 <sup>th</sup>	Share the Stoke Pro/Eco Pro Surf Series Final at Carlin Park.
Completed: March 24 <sup>th</sup>	Single Fin Showdown family event at Stuart Beach.
Completed: March 24 <sup>th</sup>	Johnny Deger Memorial Reception at the museum.
Completed: March 24 <sup>th</sup>	Children's Program at Boca Raton Library about surfing history.
Completed: March 25 <sup>th</sup> , 2018	Movie Night "The Big Wave Project"
TBD	Surf forecasting lecture and related program with Surfline's Jon Warren.
TBD	SUP event with Town of Lake Park at Kelsey Park/Lake Park Marina.
TBD	C. J. Hobgood Movie
TBD	Andy Irons Movie
TBD	10 <sup>th</sup> Anniversary Gala
March, 2019	Eco Pro Surf Contest

Palm Beach County Surfing History Project Events

Approximate attendance in parenthesis, and attendance at events from 2008 to 2015 are not included.

2-28-15 to 8-28-16

"OhanaPalooza" family event (250)

"Summertime Visual Relief" Slide Show (200)

Endless Summer Anniversary family movie event (150)

Cystic Fibrosis movie release event (125)

Grand Opening celebration at Delray Beach Historical Society Exhibit (450 - record-setting attendance)

"The SUP Movie" Stand-Up Paddleboard event (150)

IWS Daytime Radness event (off site, 3,000 in attendance)

Palm Beach County Library System - Children's Educational Surfing Programs (2) (off site, 70 total in attendance)

City of Delray Beach Surf Festival party (250)

First Anniversary family event (200)

The Real McCoy / Fox Surfboards Reunion (150)

Delray Beach Chamber of Commerce "Contacts and Cocktails" mixer (300 - record-setting attendance)

Heritage Tile and Windows corporate event (150)

SoFlo Music School Annual Family Recital (200)

Wedding Rehearsal dinner (30)

Jeannie Coppers Going Away party (75)

"Big Friday" Family Movie Night event (200)

Dermatology Company corporate luncheons (2) (75 total attendance)

Ben Hicks Photo Art event reception (150)

Glenn McDonald Memorial family reception (300)



**Board of Trustees**

Fred Salmon, Corky Roche, Tom Warnke, Bill Keeton,  
Dr. Scott McCranels, Doug Bogue, David Mowry,  
Dana Jones, Troy Sloan, Daniel Lofaso, Sean Ferreira,  
Matt Prince, John Scotten, Dimitri Kjos, Phil Parker.

**Advisory Committee**

David Aaron, Paul Aho, Tony Arruza, Bob Baggett, Chris Birch, Jimmy Buffett,  
Dick Catri (d.2017), Corky Carroll, Ricky Carroll, Cheyne Cottrell, Bill Davis,  
Pete and Deb Dooley, Rod Faulds, Don French, Sue French, David Hand,  
Barry Haun, Ron Heavyside (d.2018), Ryan Heavyside, C.J. Hobgood,  
Damien Hobgood, Bob and Bruce Humphries, Carmen Irving, Hunter Joslin,  
Matt Kechele, William Kimball, Charlie Kuhn, Cecil Lear, Shea Lopez, Nico Lugo,  
Phil Marinelli, Dr. John McCranels, Peter Mendia, Bob Mignona, Jimmy Moren,  
Kristy Murphy, Dan Murray, Shawn Murray, Steve and Debbie Pezman,  
Justin Quintal, David Reese, Phil Roberts, Bob Rohmann, Frank Sloan,  
Craig Snyder, Paul Strauch, Jamie Stuve, John Tate,  
Peter Townend, James Weiland.

# OUR PARTNERS



SunFest



# *State of Florida*

## *Department of State*

I certify from the records of this office that PALM BEACH COUNTY SURFING HISTORY PROJECT, INC. is a corporation organized under the laws of the State of Florida, filed on April 2, 2008, effective March 28, 2008.

The document number of this corporation is N08000003245.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 21, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of April, 2018*



*Ken Detjmer*  
**Secretary of State**

Tracking Number: CC3021497789

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



## 2016 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

Certificate Number

PALM BEACH COUNTY SURFING HISTORY PRO- J  
335 FLAGLER BLVD  
LAKE PARK, FL 33403-2614

60-8015694854-2

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

### **Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.**

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

**Seller Certificate Verification** – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to [www.myflorida.com/dor](http://www.myflorida.com/dor) and select "More e-Services" and then "Verify resale and exemption certificates"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

N08000003245

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

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TALLAHASSEE, FLORIDA

7



**COVER LETTER**

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

SUBJECT: PALM BEACH COUNTY SURFING-HISTORY PROJECT,  
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX) INC.

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

\$70.00  
Filing Fee

\$78.75  
Filing Fee &  
Certificate of  
Status

\$78.75  
Filing Fee  
& Certified Copy

\$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

FROM: WILLIAM KEETON  
Name (Printed or typed)

335 F. L. AULER BLVD.  
Address

LAKE PARK, FL 33403  
City, State & Zip

561-881-3496 or 561-863-3337  
Daytime Telephone number

**NOTE: Please provide the original and one copy of the articles.**



**FLORIDA DEPARTMENT OF STATE  
Division of Corporations**

March 26, 2008

**WILLIAM KEETON  
335 FLAGLER BLVD  
LAKE PARK, FL 33403**

**SUBJECT: PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.  
Ref. Number: W08000015734**

**We have received your document for PALM BEACH COUNTY SURFING HISTORY PROJECT, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):**

**Please remove the share of stock number, because non-profits can't have share of stock.**

**Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.**

**If you have any questions concerning the filing of your document, please call (850) 245-6962.**

**Valerie Herring  
Regulatory Specialist II  
New Filing Section**

**Letter Number: 408A00018066**

**William C. Keeton**

335 Flagler Boulevard, Lake Park, FL 33403 • 561 863 3337 • Email: [BillKeeton@aol.com](mailto:BillKeeton@aol.com)

March 30, 2008

**Ms Valerie Herring  
Regulatory Specialist II  
New Filing Section  
Florida Dept of State  
Division of Corporations  
PO Box 6327  
Tallahassee, FL 32314**

**RE: PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.  
REF NUMBER W08000015734  
LTR NUMBER 408A00018066**

**Dear Ms. Herring:**

I am responding to your letter dated March 26, 2008 (copy attached). Enclosed are the revised documents.

If you have any questions or require any further information please contact me at 561-863-3337. Thank you for your assistance in this matter.

Sincerely,



**William Keeton**

# FLORIDA NON FOR PROFIT ARTICLES OF INCORPORATION

## Article I. Name

The name of this Florida Corporation is:

Palm Beach County Surfing History Project, Inc.

## Article II. Address

The Corporation's mailing address is:

335 Flagler Blvd.  
Lake Park, FL 33403

## Article III. Purpose of the Corporation

The purpose of this corporation is to document, preserve and display a complete history of Palm Beach County surfing.

The said corporation is organized for charitable and educational purposes including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code.

## Article IV. Donations and Artifacts:

All artifacts loaned, donated or purchased by and for the project will be used for historical and educational purposes. Any monies generated by these artifacts will be used for their preservation and display. Any funds generated by photos taken by M.E. Gruber and/or others will be used for their preservation, display and dispersal to other surfing organizations for historical and educational purposes. The corporation may at times use photos and other artifacts for fund raising events to help the project for the continued preservation and presentation of surf artifacts.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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08 APR -2 PM 3:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Article V. Registered Agent

The name and address of the Corporation's registered agent is:

William Keeton  
335 Flagler Blvd.  
Lake Park, FL 33403

*William Keeton* \_\_\_\_\_

Article VI: Board of Directors

The name and address of each member of the Corporation's Trustees are:

- |                  |  |
|------------------|--|
| Fred C. Salmon   | 13617 41 <sup>st</sup> Lane N, West Palm Beach, FL 33411 |
| Michael Roche    | 9720 SE Gomez Ave, Hobe Sound, FL 33455                  |
| William Keeton   | 335 Flagler Blvd., Lake Park, FL 33403                   |
| Michael Spellman | 5562 Golden Eagle Circle, Palm Beach Gardens, FL 33418   |
| Thomas Warnke    | 2780 Worcester Rd., Lantana, FL 33462                    |

The affairs of the Corporation shall be managed by a Board of Trustees consisting of no less than one trustee. The number of directors may be increased or decreased from time to time in accordance with the Bylaws of the Corporation. The election of directors shall be done in accordance with the Bylaws. The directors shall be protected from personal liability to the fullest extent permitted by applicable law.

Article VII. Incorporator

The name and address of the incorporation is:

William C. Keeton  
335 Flagler Blvd.  
Lake Park, FL 33403

Article VIII. Corporate Existence

These Articles of Incorporation shall become effective and the corporate existence will begin on March 28, 2008.

The undersigned incorporator executed these Articles of Incorporation on

*William Keeton*  
William C. Keeton

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 15 2009

PALM BEACH COUNTY SURFING HISTORY  
PROJECT INC  
C/O WILLIAM KEETON  
335 FLAGLER BLVD  
LAKE PARK, FL 33403

Employer Identification Number:  
26-2709777

DLN:  
17053068053039

Contact Person:  
PAULA J MOLL-MALONE ID# 31262

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Effective Date of Exemption:  
March 28, 2008

Addendum Applies:  
No

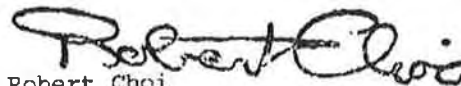
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Based on the information you submitted with your application, we have determined you are likely to qualify as a private operating foundation described in section 4942(j)(3) of the Code. Accordingly, you are treated as a private operating foundation for your first year. After that, you will be treated as a private operating foundation as long as you continue to meet the requirements of section 4942(j)(3). You are required to file Form 990-PF annually.

Please see enclosed Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PF

Letter 1075 (DO/CG)

**KEETON ACCOUNTING AND TAX SERVICES, INC. •**

335 Flagler Boulevard, Lake Park, FL 33403 • 561-312-6023 • Email: BillKeeton@aol.com

April 27, 2018

Town of Lake Park  
Office of the Town Clerk,  
Town of Lake Park  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403

RE: Palm Beach County Surfing History Project, Inc.  
Request for Proposal #104-2018 Lease Arrangement for 800 Park Ave

To Whom It May Concern:

In response to your request for audited financial statements in association with above referenced RFP please note the following.

When providing financial records for a non-profit, charitable corporation, it is my opinion that annual IRS 990 tax returns are more thorough and onerous than a financial audit. Therefore, submitting 990 tax returns in lieu of an audit will provide sufficient documentation of finances.

Thank you in advance for your assistance and understanding in this matter if you require any further information or have any questions, please do not hesitate to contact me at (561) 312-6023.

Sincerely,



William Keeton, CPA

**Return of Private Foundation**  
or Section 4947(a)(1) Trust Treated as Private Foundation

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990PF](http://www.irs.gov/Form990PF) for instructions and the latest information.

**For calendar year 2017 or tax year beginning** , 2017, and ending , 20

Name of foundation <i>WATER BEACH ESTATE TRUST, INC. (ESTATE TRUST), INC.</i>		<b>A</b> Employer identification number <i>26-2709777</i>
Number and street (or P.O. box number if mail is not delivered to street address)	Room/suite	<b>B</b> Telephone number (see instructions)
<i>335 FLAGLER BLVD.</i>		<b>C</b> If exemption application is pending, check here <input type="checkbox"/>
City or town, state or province, country, and ZIP or foreign postal code <i>DADE CITY, FL 34601</i>		
<b>G</b> Check all that apply: <input type="checkbox"/> Initial return <input type="checkbox"/> Initial return of a former public charity <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Address change <input type="checkbox"/> Name change		<b>D</b> 1. Foreign organizations, check here <input type="checkbox"/> 2. Foreign organizations meeting the 85% test, check here and attach computation <input type="checkbox"/>
<b>H</b> Check type of organization: <input type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation		<b>E</b> If private foundation status was terminated under section 507(b)(1)(A), check here <input type="checkbox"/>
<b>I</b> Fair market value of all assets at end of year (from Part II, col. (c), line 16) ▶ \$ <i>55,054</i>	<b>J</b> Accounting method: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____	<b>F</b> If the foundation is in a 60-month termination under section 507(b)(1)(B), check here <input type="checkbox"/>
<b>(Part I, column (d) must be on cash basis.)</b>		

<b>Part I Analysis of Revenue and Expenses</b> (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a) (see instructions).)		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
<b>Revenue</b>	<b>1</b> Contributions, gifts, grants, etc., received (attach schedule)	<i>29,010.86</i>			
	<b>2</b> Check <input type="checkbox"/> if the foundation is not required to attach Sch. B				
	<b>3</b> Interest on savings and temporary cash investments				
	<b>4</b> Dividends and interest from securities				
	<b>5a</b> Gross rents				
	<b>b</b> Net rental income or (loss)				
	<b>6a</b> Net gain or (loss) from sale of assets not on line 10				
	<b>b</b> Gross sales price for all assets on line 6a				
	<b>7</b> Capital gain net income (from Part IV, line 2)			<i>0</i>	
	<b>8</b> Net short-term capital gain				
	<b>9</b> Income modifications				
	<b>10a</b> Gross sales less returns and allowances	<i>165</i>			
<b>b</b> Less: Cost of goods sold	<i>267</i>				
<b>c</b> Gross profit or (loss) (attach schedule)		<i>498</i>			
<b>11</b> Other income (attach schedule)					
<b>12 Total.</b> Add lines 1 through 11		<i>29,509</i>			
<b>Operating and Administrative Expenses</b>	<b>13</b> Compensation of officers, directors, trustees, etc.				
	<b>14</b> Other employee salaries and wages				
	<b>15</b> Pension plans, employee benefits				
	<b>16a</b> Legal fees (attach schedule)				
	<b>b</b> Accounting fees (attach schedule)				
	<b>c</b> Other professional fees (attach schedule)				
	<b>17</b> Interest				
	<b>18</b> Taxes (attach schedule) (see instructions)				
	<b>19</b> Depreciation (attach schedule) and depletion				
	<b>20</b> Occupancy				
	<b>21</b> Travel, conferences, and meetings				
	<b>22</b> Printing and publications				
	<b>23</b> Other expenses (attach schedule)		<i>29,849.87</i>		
	<b>24 Total operating and administrative expenses.</b> Add lines 13 through 23		<i>29,850</i>	<i>0</i>	
	<b>25</b> Contributions, gifts, grants paid				
<b>26 Total expenses and disbursements.</b> Add lines 24 and 25		<i>29,850</i>	<i>0</i>		
<b>27</b> Subtract line 26 from line 12:					
<b>a Excess of revenue over expenses and disbursements</b>		<i>(4,341)</i>			
<b>b Net investment income</b> (if negative, enter -0-)			<i>0</i>		
<b>c Adjusted net income</b> (if negative, enter -0-)			<i>0</i>		



Part II Balance Sheets		Attached schedules and amounts in the description column should be for end-of-year amounts only (See instructions.)			
		Beginning of year (a) Book Value	End of year (b) Book Value (c) Fair Market Value		
Assets	1	Cash—non-interest-bearing	21,403	2,985.14	2,985.14
	2	Savings and temporary cash investments			
	3	Accounts receivable ▶			
		Less: allowance for doubtful accounts ▶			
	4	Pledges receivable ▶			
		Less: allowance for doubtful accounts ▶			
	5	Grants receivable			
	6	Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see instructions)			
	7	Other notes and loans receivable (attach schedule) ▶			
		Less: allowance for doubtful accounts ▶			
	8	Inventories for sale or use	557	290	290
	9	Prepaid expenses and deferred charges			
	10a	Investments—U.S. and state government obligations (attach schedule)			
	b	Investments—corporate stock (attach schedule)			
	c	Investments—corporate bonds (attach schedule)			
	11	Investments—land, buildings, and equipment: basis ▶			
	Less: accumulated depreciation (attach schedule) ▶				
12	Investments—mortgage loans				
13	Investments—other (attach schedule)				
14	Land, buildings, and equipment: basis ▶				
	Less: accumulated depreciation (attach schedule) ▶				
15	Other assets (describe ▶ SURFCARDS & AIRFARES )	37,775	45,819	45,819	
16	<b>Total assets</b> (to be completed by all filers—see the instructions. Also, see page 1, item I)	34,495	58,054	58,054	
Liabilities	17	Accounts payable and accrued expenses			
	18	Grants payable			
	19	Deferred revenue			
	20	Loans from officers, directors, trustees, and other disqualified persons			
	21	Mortgages and other notes payable (attach schedule)			
	22	Other liabilities (describe ▶ )			
	23	<b>Total liabilities</b> (add lines 17 through 22)	0	0	0
Net Assets or Fund Balances	Foundations that follow SFAS 117, check here ▶ <input type="checkbox"/> and complete lines 24 through 26, and lines 30 and 31.				
	24	Unrestricted			
	25	Temporarily restricted			
	26	Permanently restricted			
	Foundations that do not follow SFAS 117, check here ▶ <input type="checkbox"/> and complete lines 27 through 31.				
	27	Capital stock, trust principal, or current funds			
	28	Paid-in or capital surplus, or land, bldg., and equipment fund			
	29	Retained earnings, accumulated income, endowment, or other funds	53,643	55,304	
30	<b>Total net assets or fund balances</b> (see instructions)	53,643	55,304		
31	<b>Total liabilities and net assets/fund balances</b> (see instructions)	53,643	55,304		

**Part III Analysis of Changes in Net Assets or Fund Balances**

1	Total net assets or fund balances at beginning of year—Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	53,643
2	Enter amount from Part I, line 27a	2	(1,341)
3	Other increases not included in line 2 (itemize) ▶	3	
4	Add lines 1, 2, and 3	4	55,304
5	Decreases not included in line 2 (itemize) ▶	5	
6	<b>Total net assets or fund balances at end of year (line 4 minus line 5)—Part II, column (b), line 30</b>	6	55,304

**Part IV Capital Gains and Losses for Tax on Investment Income**

(a) List and describe the kind(s) of property sold (for example, real estate 2-story brick warehouse; or common stock, 200 shs. MLC Co.)		(b) How acquired P—Purchase D—Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
<b>1a</b>				
<b>b</b>				
<b>c</b>				
<b>d</b>				
<b>e</b>				
(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) ((e) plus (f) minus (g))	
<b>a</b>				
<b>b</b>				
<b>c</b>				
<b>d</b>				
<b>e</b>				
Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69			(i) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))	
(i) FMV as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any		
<b>a</b>				
<b>b</b>				
<b>c</b>				
<b>d</b>				
<b>e</b>				
<b>2</b> Capital gain net income or (net capital loss)	{ If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7 }		<b>2</b>	
<b>3</b> Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). See instructions. If (loss), enter -0- in Part I, line 8			<b>3</b>	

**Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income**

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period?  Yes  No  
 If "Yes," the foundation doesn't qualify under section 4940(e). Do not complete this part.

**1** Enter the appropriate amount in each column for each year, see the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2016			
2015			
2014			
2013			
2012			

<b>2</b> Total of line 1, column (d)	<b>2</b>	
<b>3</b> Average distribution ratio for the 5-year base period—divide the total on line 2 by 5.0, or by the number of years the foundation has been in existence if less than 5 years	<b>3</b>	
<b>4</b> Enter the net value of noncharitable-use assets for 2017 from Part X, line 5	<b>4</b>	
<b>5</b> Multiply line 4 by line 3	<b>5</b>	
<b>6</b> Enter 1% of net investment income (1% of Part I, line 27b)	<b>6</b>	
<b>7</b> Add lines 5 and 6	<b>7</b>	
<b>8</b> Enter qualifying distributions from Part XII, line 4 If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions.	<b>8</b>	

**Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948—see instructions)**

<b>1a</b>	Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary—see instructions)			
<b>b</b>	Domestic foundations that meet the section 4940(e) requirements in Part V, check here <input type="checkbox"/> and enter 1% of Part I, line 27b			
<b>c</b>	All other domestic foundations enter 2% of line 27b. Exempt foreign organizations, enter 4% of Part I, line 12, col. (b).			
<b>2</b>	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)			
<b>3</b>	Add lines 1 and 2			
<b>4</b>	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)			
<b>5</b>	<b>Tax based on investment income.</b> Subtract line 4 from line 3. If zero or less, enter -0-			
<b>6</b>	Credits/Payments:			
<b>a</b>	2017 estimated tax payments and 2016 overpayment credited to 2017	<b>6a</b>		
<b>b</b>	Exempt foreign organizations—tax withheld at source	<b>6b</b>		
<b>c</b>	Tax paid with application for extension of time to file (Form 8868)	<b>6c</b>		
<b>d</b>	Backup withholding erroneously withheld	<b>6d</b>		
<b>7</b>	Total credits and payments. Add lines 6a through 6d			
<b>8</b>	Enter any <b>penalty</b> for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached			
<b>9</b>	<b>Tax due.</b> If the total of lines 5 and 8 is more than line 7, enter <b>amount owed</b>			
<b>10</b>	<b>Overpayment.</b> If line 7 is more than the total of lines 5 and 8, enter the <b>amount overpaid</b>			
<b>11</b>	Enter the amount of line 10 to be: <b>Credited to 2018 estimated tax</b> <input type="checkbox"/> <b>Refunded</b> <input type="checkbox"/>			

**Part VII-A Statements Regarding Activities**

	Yes	No
<b>1a</b>		X
<b>1b</b>		X
<b>1c</b>		X
<b>2</b>		X
<b>3</b>		X
<b>4a</b>		X
<b>4b</b>		X
<b>5</b>		X
<b>6</b>		X
<b>7</b>	X	
<b>8a</b>		
<b>8b</b>	X	
<b>9</b>	X	
<b>10</b>		X

**Part VII-A Statements Regarding Activities (continued)**

		Yes	No
11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule. See instructions.		X
12	Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement. See instructions.		X
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ▶ <u>www.worshipcenter.org</u>		
14	The books are in care of ▶ <u>KLARIAN KERTON</u> Telephone no. ▶ <u>561-322-6073</u> Located at ▶ <u>335 STAGLER BLVD., LAKE PARK, FL</u> ZIP+4 ▶ <u>33403</u>		
15	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041—check here, and enter the amount of tax-exempt interest received or accrued during the year ▶ <u>15</u>		
16	At any time during calendar year 2017, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114. If "Yes," enter the name of the foreign country ▶		X

**Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required**

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

		Yes	No
1a	During the year, did the foundation (either directly or indirectly):		
	(1) Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	(6) Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b	If any answer is "Yes" to 1a(1)–(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance? See instructions. Organizations relying on a current notice regarding disaster assistance, check here ▶ <input type="checkbox"/>	1b	
c	Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2017?	1c	X
2	Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):		
a	At the end of tax year 2017, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2017? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," list the years ▶ 20, 20, 20, 20		
b	Are there any years listed in 2a for which the foundation is <b>not</b> applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement—see instructions.)	2b	X
c	If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. ▶ 20, 20, 20, 20		
3a	Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input type="checkbox"/> No		
b	If "Yes," did it have excess business holdings in 2017 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2017.)	3b	X
4a	Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	X
b	Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2017?	4b	X

**Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)**

		Yes	No
<b>5a</b>	During the year, did the foundation pay or incur any amount to:		
(1)	Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(2)	Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(3)	Provide a grant to an individual for travel, study, or other similar purposes?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(4)	Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? See instructions	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(5)	Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>5b</b>	If any answer is "Yes" to 5a(1)–(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance? See instructions. Organizations relying on a current notice regarding disaster assistance, check here <span style="float:right">▶ <input type="checkbox"/></span>		
<b>c</b>	If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant? If "Yes," attach the statement required by Regulations section 53.4945–5(d).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>6a</b>	Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>6b</b>	Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract? If "Yes" to 6b, file Form 8870.		
<b>7a</b>	At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>7b</b>	If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction?		

**Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors**

**1 List all officers, directors, trustees, and foundation managers and their compensation. See instructions.**

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
ERIN SAMPSON 1301 11th St NW, DC	TRUSTEE			
MICHAEL BROWN, 143 Park Ave SE, DC	TRUSTEE			
Bill Eastman, 2000 Franklin Blvd., DC	TRUSTEE			
TOM WARREN, 1000 20th St NW, DC	TRUSTEE			
JACQUELINE WATSON, 1400 14th St NW, DC	TRUSTEE			
DR. J. L. BROWN, 1000 14th St NW, DC	TRUSTEE			
MARY M. JAMES, 1400 14th St NW, DC	TRUSTEE			
ANNA SINGH, 1000 14th St NW, DC	TRUSTEE			

**2 Compensation of five highest-paid employees (other than those included on line 1—see instructions). If none, enter "NONE."**

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances

**Total number of other employees paid over \$50,000** ▶

**Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors** *(continued)*

**3 Five highest-paid independent contractors for professional services. See instructions. If none, enter "NONE."**

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation

**Total number of others receiving over \$50,000 for professional services** ▶

**Part IX-A Summary of Direct Charitable Activities**

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.

Expenses

<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		

**Part IX-B Summary of Program-Related Investments** *(see instructions)*

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2

Amount

<b>1</b>		
<b>2</b>		
<b>3</b>	All other program-related investments. See instructions.	

**Total. Add lines 1 through 3** ▶

**Part X Minimum Investment Return** (All domestic foundations must complete this part. Foreign foundations, see instructions.)

<b>1</b>	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
<b>a</b>	Average monthly fair market value of securities	<b>1a</b>	
<b>b</b>	Average of monthly cash balances	<b>1b</b>	
<b>c</b>	Fair market value of all other assets (see instructions)	<b>1c</b>	
<b>d</b>	<b>Total</b> (add lines 1a, b, and c)	<b>1d</b>	
<b>e</b>	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	<b>1e</b>	
<b>2</b>	Acquisition indebtedness applicable to line 1 assets	<b>2</b>	
<b>3</b>	Subtract line 2 from line 1d	<b>3</b>	
<b>4</b>	Cash deemed held for charitable activities. Enter 1½% of line 3 (for greater amount, see instructions)	<b>4</b>	
<b>5</b>	<b>Net value of noncharitable-use assets.</b> Subtract line 4 from line 3. Enter here and on Part V, line 4	<b>5</b>	
<b>6</b>	<b>Minimum investment return.</b> Enter 5% of line 5	<b>6</b>	

**Part XI Distributable Amount** (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations, check here  and do not complete this part.)

<b>1</b>	Minimum investment return from Part X, line 6		<b>1</b>	
<b>2a</b>	Tax on investment income for 2017 from Part VI, line 5	<b>2a</b>		
<b>b</b>	Income tax for 2017. (This does not include the tax from Part VI.)	<b>2b</b>		
<b>c</b>	Add lines 2a and 2b		<b>2c</b>	
<b>3</b>	Distributable amount before adjustments. Subtract line 2c from line 1		<b>3</b>	
<b>4</b>	Recoveries of amounts treated as qualifying distributions		<b>4</b>	
<b>5</b>	Add lines 3 and 4		<b>5</b>	
<b>6</b>	Deduction from distributable amount (see instructions)		<b>6</b>	
<b>7</b>	<b>Distributable amount</b> as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1		<b>7</b>	

**Part XII Qualifying Distributions** (see instructions)

<b>1</b>	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
<b>a</b>	Expenses, contributions, gifts, etc.—total from Part I, column (d), line 26	<b>1a</b>	
<b>b</b>	Program-related investments—total from Part IX-B	<b>1b</b>	
<b>2</b>	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	<b>2</b>	
<b>3</b>	Amounts set aside for specific charitable projects that satisfy the:		
<b>a</b>	Suitability test (prior IRS approval required)	<b>3a</b>	
<b>b</b>	Cash distribution test (attach the required schedule)	<b>3b</b>	
<b>4</b>	<b>Qualifying distributions.</b> Add lines 1a through 3b. Enter here and on Part V, line 8; and Part XIII, line 4	<b>4</b>	
<b>5</b>	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b. See instructions	<b>5</b>	
<b>6</b>	<b>Adjusted qualifying distributions.</b> Subtract line 5 from line 4	<b>6</b>	

**Note:** The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

**Part XIII Undistributed Income** (see instructions)

	(a) Corpus	(b) Years prior to 2016	(c) 2016	(d) 2017
<b>1</b> Distributable amount for 2017 from Part XI, line 7				
<b>2</b> Undistributed income, if any, as of the end of 2017:				
<b>a</b> Enter amount for 2016 only				
<b>b</b> Total for prior years: 20 ,20 ,20				
<b>3</b> Excess distributions carryover, if any, to 2017:				
<b>a</b> From 2012				
<b>b</b> From 2013				
<b>c</b> From 2014				
<b>d</b> From 2015				
<b>e</b> From 2016				
<b>f</b> <b>Total</b> of lines 3a through e				
<b>4</b> Qualifying distributions for 2017 from Part XII, line 4: ▶ \$				
<b>a</b> Applied to 2016, but not more than line 2a				
<b>b</b> Applied to undistributed income of prior years (Election required—see instructions)				
<b>c</b> Treated as distributions out of corpus (Election required—see instructions)				
<b>d</b> Applied to 2017 distributable amount				
<b>e</b> Remaining amount distributed out of corpus				
<b>5</b> Excess distributions carryover applied to 2017 (If an amount appears in column (d), the same amount must be shown in column (a).)				
<b>6</b> Enter the net total of each column as indicated below:				
<b>a</b> Corpus. Add lines 3f, 4c, and 4e. Subtract line 5				
<b>b</b> Prior years' undistributed income. Subtract line 4b from line 2b				
<b>c</b> Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed				
<b>d</b> Subtract line 6c from line 6b. Taxable amount—see instructions				
<b>e</b> Undistributed income for 2016. Subtract line 4a from line 2a. Taxable amount—see instructions				
<b>f</b> Undistributed income for 2017. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2018				
<b>7</b> Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required—see instructions)				
<b>8</b> Excess distributions carryover from 2012 not applied on line 5 or line 7 (see instructions)				
<b>9</b> <b>Excess distributions carryover to 2018.</b> Subtract lines 7 and 8 from line 6a				
<b>10</b> Analysis of line 9:				
<b>a</b> Excess from 2013				
<b>b</b> Excess from 2014				
<b>c</b> Excess from 2015				
<b>d</b> Excess from 2016				
<b>e</b> Excess from 2017				



**Part XIV Private Operating Foundations** (see instructions and Part VII-A, question 9)

- 1a** If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2017, enter the date of the ruling ▶
- b** Check box to indicate whether the foundation is a private operating foundation described in section  4942(j)(3) or  4942(j)(5)

	Tax year				(e) Total
	(a) 2017	(b) 2016	(c) 2015	(d) 2014	
<b>2a</b> Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed					0
<b>b</b> 85% of line 2a					0
<b>c</b> Qualifying distributions from Part XII, line 4 for each year listed					0
<b>d</b> Amounts included in line 2c not used directly for active conduct of exempt activities					0
<b>e</b> Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c					0
<b>3</b> Complete 3a, b, or c for the alternative test relied upon:					
<b>a</b> "Assets" alternative test—enter:					
<b>(1)</b> Value of all assets					
<b>(2)</b> Value of assets qualifying under section 4942(j)(3)(B)(i)					
<b>b</b> "Endowment" alternative test—enter <sup>2/a</sup> of minimum investment return shown in Part X, line 6 for each year listed					
<b>c</b> "Support" alternative test—enter:					
<b>(1)</b> Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)					
<b>(2)</b> Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)					
<b>(3)</b> Largest amount of support from an exempt organization					
<b>(4)</b> Gross investment income					

**Part XV Supplementary Information (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year—see instructions.)**

- 1 Information Regarding Foundation Managers:**
- a** List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)
- 
- b** List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.
- 
- 2 Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:**
- Check here  if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc., to individuals or organizations under other conditions, complete items 2a, b, c, and d. See instructions.
- a** The name, address, and telephone number or email address of the person to whom applications should be addressed:
- 
- b** The form in which applications should be submitted and information and materials they should include:
- 
- c** Any submission deadlines:
- 
- d** Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:
-

**Part XV** Supplementary Information *(continued)*

**3 Grants and Contributions Paid During the Year or Approved for Future Payment**

Recipient	If recipient is an individual show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
Name and address (home or business)				
<b>a</b> <i>Paid during the year</i>				
<b>Total</b>			▶ <b>3a</b>	0
<b>b</b> <i>Approved for future payment</i>				
<b>Total</b>			▶ <b>3b</b>	0





## Schedule of Contributors

**2017**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Name of the organization: PALM BEACH COUNTY SURFING HISTORY PROJECT, INC. Employer identification number: 26-2709777

**Organization type (check one):**

**Filers of:**

**Section:**

Form 990 or 990-EZ

501(c)( ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33<sup>1</sup>/<sub>3</sub>% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year . . . . . ▶ \$ .....

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

<b>Name of organization</b> FRAM BREATH COUNTY STATE AND COUNTY PL... INC.	<b>Employer identification number</b> 28-270372
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**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
	TALL MAPPER CHAMBERS PLAZA DAYTON, OHIO 45402	\$ 6,200	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization PALM BEACH COUNTY JUNIOR LEAGUE, INC.	Employer identification number 22-210 3117
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**Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this information once. See instructions.) ▶ \$ \_\_\_\_\_  
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	



PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.  
ATTACHMENT TO FORM 990-PF, PAGE 1, LINE 24

Storage	4,073.10
Dues	0.00
Bank and Credit Card Fees	1,149.38
Sales Tax	535.75
Professional Fees	875.00
Filing fees	625.00
Credit Card Fees	1,153.38
On line store fees	444.43
Alarm Fee	70.62
Insurance	2,431.71
Supplies	712.82
Wireless Fee	300.00
Travel	235.12
Misc	498.60
Repairs & Maintenance	235.00
Rent	16,014.72
Constant Contact	320.00
Internet Fee	175.04
Total	<u>29,849.67</u>

**Return of Private Foundation**  
or Section 4947(a)(1) Trust Treated as Private Foundation

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Information about Form 990-PF and its separate instructions is at [www.irs.gov/form990pf](http://www.irs.gov/form990pf).

Open to Public Inspection

**For calendar year 2016 or tax year beginning** \_\_\_\_\_, **2016, and ending** \_\_\_\_\_, **20**

Name of foundation <i>THE JESUIT CHARITABLE FOUNDATION, INC.</i>		<b>A</b> Employer identification number <i>13-2101141</i>
Number and street (or P.O. box number if mail is not delivered to street address) <i>1000 PARK ST.</i>	Room/suite	<b>B</b> Telephone number (see instructions)
City or town, state or province, country, and ZIP or foreign postal code <i>NEW YORK, NY 10017</i>		<b>C</b> If exemption application is pending, check here ▶ <input type="checkbox"/>
<b>G</b> Check all that apply: <input type="checkbox"/> Initial return <input type="checkbox"/> Initial return of a former public charity <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Address change <input type="checkbox"/> Name change		<b>D</b> 1. Foreign organizations check here ▶ <input type="checkbox"/> 2. Foreign organizations meeting the 85% test, check here and attach computation ▶ <input type="checkbox"/>
<b>H</b> Check type of organization: <input type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation		<b>E</b> If private foundation status was terminated under section 507(b)(1)(A), check here ▶ <input type="checkbox"/>
<b>I</b> Fair market value of all assets at end of year (from Part II, col. (c), line 16) ▶ \$ _____	<b>J</b> Accounting method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____ <i>(Part I, column (d) must be on cash basis.)</i>	<b>F</b> If the foundation is in a 60-month termination under section 507(b)(1)(B), check here ▶ <input type="checkbox"/>

<b>Part I Analysis of Revenue and Expenses</b> (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a) (see instructions).)		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
<b>Revenue</b>	<b>1</b> Contributions, gifts, grants, etc., received (attach schedule)	42,800			
	<b>2</b> Check <input type="checkbox"/> if the foundation is not required to attach Sch. B				
	<b>3</b> Interest on savings and temporary cash investments				
	<b>4</b> Dividends and interest from securities				
	<b>5a</b> Gross rents				
	<b>b</b> Net rental income or (loss)				
	<b>6a</b> Net gain or (loss) from sale of assets not on line 10				
	<b>b</b> Gross sales price for all assets on line 6a				
	<b>7</b> Capital gain net income (from Part IV, line 2)				
	<b>8</b> Net short-term capital gain				
<b>9</b> Income modifications					
<b>10a</b> Gross sales less returns and allowances	1,200				
<b>b</b> Less: Cost of goods sold	422				
<b>c</b> Gross profit or (loss) (attach schedule)	778				
<b>11</b> Other income (attach schedule)					
<b>12 Total.</b> Add lines 1 through 11	46,520	0			
<b>Operating and Administrative Expenses</b>	<b>13</b> Compensation of officers, directors, trustees, etc.				
	<b>14</b> Other employee salaries and wages				
	<b>15</b> Pension plans, employee benefits				
	<b>16a</b> Legal fees (attach schedule)				
	<b>b</b> Accounting fees (attach schedule)				
	<b>c</b> Other professional fees (attach schedule)				
	<b>17</b> Interest				
	<b>18</b> Taxes (attach schedule) (see instructions)				
	<b>19</b> Depreciation (attach schedule) and depletion				
	<b>20</b> Occupancy				
	<b>21</b> Travel, conferences, and meetings				
	<b>22</b> Printing and publications				
	<b>23</b> Other expenses (attach schedule)	29,656			
	<b>24 Total operating and administrative expenses.</b> Add lines 13 through 23	29,656	0		0
	<b>25</b> Contributions, gifts, grants paid				
<b>26 Total expenses and disbursements.</b> Add lines 24 and 25	29,656	0	0	0	
<b>27 Subtract line 26 from line 12:</b>					
<b>a Excess of revenue over expenses and disbursements</b>	16,864				
<b>b Net investment income</b> (if negative, enter -0-)		0			
<b>c Adjusted net income</b> (if negative, enter -0-)			0		

<b>Part II Balance Sheets</b>		Attached schedules and amounts in the description column should be for end-of-year amounts only. (See instructions.)			
		Beginning of year	End of year		
		(a) Book Value	(b) Book Value	(c) Fair Market Value	
<b>Assets</b>	1	Cash—non-interest-bearing . . . . .	4,348	21,313	21,313
	2	Savings and temporary cash investments . . . . .			
	3	Accounts receivable ▶ Less: allowance for doubtful accounts ▶			
	4	Pledges receivable ▶ Less: allowance for doubtful accounts ▶			
	5	Grants receivable . . . . .			
	6	Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see instructions) . . . . .			
	7	Other notes and loans receivable (attach schedule) ▶ Less: allowance for doubtful accounts ▶			
	8	Inventories for sale or use . . . . .	479	357	357
	9	Prepaid expenses and deferred charges . . . . .			
	10a	Investments—U.S. and state government obligations (attach schedule)			
	b	Investments—corporate stock (attach schedule)			
	c	Investments—corporate bonds (attach schedule)			
	11	Investments—land, buildings, and equipment: basis ▶ Less: accumulated depreciation (attach schedule) ▶			
	12	Investments—mortgage loans . . . . .			
	13	Investments—other (attach schedule)			
	14	Land, buildings, and equipment: basis ▶ Less: accumulated depreciation (attach schedule) ▶			
15	Other assets (describe ▶ <u>SUREBOARDS &amp; ARTIFACTS</u> )	36,108	37,775	37,775	
16	<b>Total assets</b> (to be completed by all filers—see the instructions. Also, see page 1, item I)	39,438	59,643	59,643	
<b>Liabilities</b>	17	Accounts payable and accrued expenses . . . . .			
	18	Grants payable . . . . .			
	19	Deferred revenue . . . . .			
	20	Loans from officers, directors, trustees, and other disqualified persons			
	21	Mortgages and other notes payable (attach schedule)			
	22	Other liabilities (describe ▶ )			
23	<b>Total liabilities</b> (add lines 17 through 22)	0	0		
<b>Net Assets or Fund Balances</b>	<b>Foundations that follow SFAS 117, check here</b> <input type="checkbox"/> <b>and complete lines 24 through 26 and lines 30 and 31.</b>				
	24	Unrestricted . . . . .			
	25	Temporarily restricted . . . . .			
	26	Permanently restricted . . . . .			
	<b>Foundations that do not follow SFAS 117, check here</b> <input type="checkbox"/> <b>and complete lines 27 through 31.</b>				
	27	Capital stock, trust principal, or current funds . . . . .			
	28	Paid-in or capital surplus, or land, bldg., and equipment fund			
	29	Retained earnings, accumulated income, endowment, or other funds	35,438	59,645	
30	<b>Total net assets or fund balances</b> (see instructions)	35,438	59,645		
31	<b>Total liabilities and net assets/fund balances</b> (see instructions)	39,438	59,645		

<b>Part III Analysis of Changes in Net Assets or Fund Balances</b>			
1	Total net assets or fund balances at beginning of year—Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	35,438
2	Enter amount from Part I, line 27a	2	16,864
3	Other increases not included in line 2 (itemize) ▶ <u>INCREASE IN VALUE OF ARTIFACTS</u>	3	7,343
4	Add lines 1, 2, and 3	4	59,645
5	Decreases not included in line 2 (itemize) ▶	5	
6	<b>Total net assets or fund balances at end of year (line 4 minus line 5)—Part II, column (b), line 30</b>	6	59,645

**Part IV Capital Gains and Losses for Tax on Investment Income**

(a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)		(b) How acquired P—Purchase D—Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a				
b				
c				
d				
e				
(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)	
a				
b				
c				
d				
e				
Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69				(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
(i) F.M.V. as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any		
a				
b				
c				
d				
e				
<b>2</b>	Capital gain net income or (net capital loss) $\left\{ \begin{array}{l} \text{If gain, also enter in Part I, line 7} \\ \text{If (loss), enter -0- in Part I, line 7} \end{array} \right\}$	<b>2</b>		
<b>3</b>	Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c) (see instructions). If (loss), enter -0- in Part I, line 8	<b>3</b>		

**Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income**

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period?  Yes  No  
If "Yes," the foundation does not qualify under section 4940(e). Do not complete this part.

**1** Enter the appropriate amount in each column for each year; see the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2015			
2014			
2013			
2012			
2011			

<b>2</b>	Total of line 1, column (d)	<b>2</b>	
<b>3</b>	Average distribution ratio for the 5-year base period—divide the total on line 2 by 5, or by the number of years the foundation has been in existence if less than 5 years	<b>3</b>	
<b>4</b>	Enter the net value of noncharitable-use assets for 2016 from Part X, line 5	<b>4</b>	
<b>5</b>	Multiply line 4 by line 3	<b>5</b>	
<b>6</b>	Enter 1% of net investment income (1% of Part I, line 27b)	<b>6</b>	
<b>7</b>	Add lines 5 and 6	<b>7</b>	
<b>8</b>	Enter qualifying distributions from Part XII, line 4 If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions.	<b>8</b>	

**Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948—see instructions)**

1a	Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1 Date of ruling or determination letter: _____ (attach copy of letter if necessary—see instructions)		
b	Domestic foundations that meet the section 4940(e) requirements in Part V, check here <input type="checkbox"/> and enter 1% of Part I, line 27b	1	
c	All other domestic foundations enter 2% of line 27b Exempt foreign organizations enter 4% of Part I, line 12, col. (b).		
2	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)	2	
3	Add lines 1 and 2	3	0
4	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)	4	
5	<b>Tax based on investment income.</b> Subtract line 4 from line 3. If zero or less, enter -0-	5	0
6	Credits/Payments:		
a	2016 estimated tax payments and 2015 overpayment credited to 2016	6a	
b	Exempt foreign organizations—tax withheld at source	6b	
c	Tax paid with application for extension of time to file (Form 8868)	6c	
d	Backup withholding erroneously withheld	6d	
7	Total credits and payments. Add lines 6a through 6d	7	0
8	Enter any <b>penalty</b> for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached	8	
9	<b>Tax due.</b> If the total of lines 5 and 8 is more than line 7, enter <b>amount owed</b>	9	0
10	<b>Overpayment.</b> If line 7 is more than the total of lines 5 and 8, enter the <b>amount overpaid</b>	10	0
11	Enter the amount of line 10 to be: <b>Credited to 2017 estimated tax</b> <input type="checkbox"/> <b>Refunded</b> <input type="checkbox"/>	11	0

**Part VII-A Statements Regarding Activities**

	Yes	No
1a		X
1b		X
1c		X
2		X
3		X
4a		X
4b		X
5		X
6	X	
7	X	
8a		
8b	X	
9	X	
10		X

**Part VII-A Statements Regarding Activities (continued)**

	Yes	No
11 At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule (see instructions)		X
12 Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement (see instructions)		X
13 Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ▶ <u>WWW.SUBSIDIARYFOUNDATION.ORG</u>	X	
14 The books are in care of ▶ <u>WALTERS TRUST</u> Telephone no. ▶ <u>351-412-6023</u> Located at ▶ <u>315 FLAGLER BLVD, APT 3000, FL</u> ZIP+4 ▶ <u>33403</u>		
15 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041—Check here. and enter the amount of tax-exempt interest received or accrued during the year ▶ <u>15</u>		
16 At any time during calendar year 2016, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114. If "Yes," enter the name of the foreign country ▶		X

**Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required**

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

	Yes	No
1a During the year did the foundation (either directly or indirectly):		
(1) Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
(6) Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If any answer is "Yes" to 1a(1)–(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see instructions)? Organizations relying on a current notice regarding disaster assistance check here ▶ <input type="checkbox"/>	1b	
c Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2016?	1c	X
2 Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):		
a At the end of tax year 2016, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2016? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," list the years ▶ 20____, 20____, 20____, 20____		
b Are there any years listed in 2a for which the foundation is <b>not</b> applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement—see instructions.)	2b	X
c If the provisions of section 4942(a)(2) are being applied to <b>any</b> of the years listed in 2a, list the years here. ▶ 20____, 20____, 20____, 20____		
3a Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input type="checkbox"/> No		
b If "Yes," did it have excess business holdings in 2016 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2016.)	3b	X
4a Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	X
b Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2016?	4b	X

**Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)**

- 5a During the year did the foundation pay or incur any amount to:
- (1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?  Yes  No
  - (2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive?  Yes  No
  - (3) Provide a grant to an individual for travel, study, or other similar purposes?  Yes  No
  - (4) Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? (see instructions)  Yes  No
  - (5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?  Yes  No
- b If any answer is "Yes" to 5a(1)–(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance (see instructions)? **5b**
- Organizations relying on a current notice regarding disaster assistance check here
- c If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?  Yes  No
- If "Yes," attach the statement required by Regulations section 53.4945–5(d).
- 6a Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?  Yes  No
- b Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract? **6b**
- If "Yes" to 6b, file Form 8870.
- 7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?  Yes  No
- b If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction? **7b**

**Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors**

1 List all officers, directors, trustees, foundation managers and their compensation (see instructions).

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (if not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
FRANK SALMON 13627 51ST LN WAIN, IL	TRUSTEE LRP			
MICHAEL BOCHT, 762 PARK AVE LP, FL	TRUSTEE LRP			
ROSE KERTON 135 HANLER BLVD, LP, FL	TRUSTEE LRP			
TONY WATKIN, 2745 WORCESTER RD, LANS, FL	TRUSTEE LRP			
JOHN MCCRAWELL, 124 ANAVALE LN EDS FL	TRUSTEE LRP			
DOUG BOOLE, 769 PARK AVE LP, FL	TRUSTEE LRP			
DAVID MORBY, 1327 BELCHER ST, TAMPA, FL	TRUSTEE LRP			
WANA LIGER 160 PARK AVE LP FL	TRUSTEE LRP			

2 Compensation of five highest-paid employees (other than those included on line 1—see instructions). If none, enter "NONE."

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances

Total number of other employees paid over \$50,000

**Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors (continued)**

**3 Five highest-paid independent contractors for professional services (see instructions). If none, enter "NONE."**

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation

Total number of others receiving over \$50,000 for professional services ▶

**Part IX-A Summary of Direct Charitable Activities**

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.

	Expenses
1	
2	
3	
4	

**Part IX-B Summary of Program-Related Investments (see instructions)**

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.

	Amount
1	
2	
3 All other program-related investments. See instructions.	

Total. Add lines 1 through 3 ▶



**Part X Minimum Investment Return** (All domestic foundations must complete this part. Foreign foundations, see instructions.)

<b>1</b>	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
<b>a</b>	Average monthly fair market value of securities . . . . .	<b>1a</b>	
<b>b</b>	Average of monthly cash balances . . . . .	<b>1b</b>	
<b>c</b>	Fair market value of all other assets (see instructions) . . . . .	<b>1c</b>	
<b>d</b>	<b>Total</b> (add lines 1a, b, and c) . . . . .	<b>1d</b>	
<b>e</b>	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation). . . . .	<b>1e</b>	
<b>2</b>	Acquisition indebtedness applicable to line 1 assets . . . . .	<b>2</b>	
<b>3</b>	Subtract line 2 from line 1d . . . . .	<b>3</b>	
<b>4</b>	Cash deemed held for charitable activities. Enter 1½% of line 3 (for greater amount, see instructions) . . . . .	<b>4</b>	
<b>5</b>	<b>Net value of noncharitable-use assets.</b> Subtract line 4 from line 3. Enter here and on Part V, line 4 . . . . .	<b>5</b>	
<b>6</b>	<b>Minimum investment return.</b> Enter 5% of line 5 . . . . .	<b>6</b>	

**Part XI Distributable Amount** (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations check here  and do not complete this part.)

<b>1</b>	Minimum investment return from Part X, line 6 . . . . .		<b>1</b>	
<b>2a</b>	Tax on investment income for 2016 from Part VI, line 5 . . . . .	<b>2a</b>		
<b>b</b>	Income tax for 2016. (This does not include the tax from Part VI.) . . . . .	<b>2b</b>		
<b>c</b>	Add lines 2a and 2b . . . . .		<b>2c</b>	
<b>3</b>	<b>Distributable amount before adjustments.</b> Subtract line 2c from line 1 . . . . .		<b>3</b>	
<b>4</b>	Recoveries of amounts treated as qualifying distributions . . . . .		<b>4</b>	
<b>5</b>	Add lines 3 and 4 . . . . .		<b>5</b>	
<b>6</b>	Deduction from distributable amount (see instructions) . . . . .		<b>6</b>	
<b>7</b>	<b>Distributable amount as adjusted.</b> Subtract line 6 from line 5. Enter here and on Part XIII, line 1 . . . . .		<b>7</b>	

**Part XII Qualifying Distributions** (see instructions)

<b>1</b>	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
<b>a</b>	Expenses, contributions, gifts, etc.—total from Part I, column (d), line 26 . . . . .	<b>1a</b>	
<b>b</b>	Program-related investments—total from Part IX-B . . . . .	<b>1b</b>	
<b>2</b>	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes . . . . .	<b>2</b>	
<b>3</b>	Amounts set aside for specific charitable projects that satisfy the:		
<b>a</b>	Suitability test (prior IRS approval required) . . . . .	<b>3a</b>	
<b>b</b>	Cash distribution test (attach the required schedule) . . . . .	<b>3b</b>	
<b>4</b>	<b>Qualifying distributions.</b> Add lines 1a through 3b. Enter here and on Part V, line 8, and Part XIII, line 4 . . . . .	<b>4</b>	0
<b>5</b>	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b (see instructions) . . . . .	<b>5</b>	
<b>6</b>	<b>Adjusted qualifying distributions.</b> Subtract line 5 from line 4 . . . . .	<b>6</b>	0

**Note:** The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

**Part XIII Undistributed Income (see instructions)**

	(a) Corpus	(b) Years prior to 2015	(c) 2015	(d) 2016
<b>1</b> Distributable amount for 2016 from Part XI, line 7 . . . . .				
<b>2</b> Undistributed income, if any, as of the end of 2016:				
<b>a</b> Enter amount for 2015 only . . . . .				
<b>b</b> Total for prior years: 20____, 20____, 20____				
<b>3</b> Excess distributions carryover, if any, to 2016:				
<b>a</b> From 2011 . . . . .				
<b>b</b> From 2012 . . . . .				
<b>c</b> From 2013 . . . . .				
<b>d</b> From 2014 . . . . .				
<b>e</b> From 2015 . . . . .				
<b>f</b> Total of lines 3a through e . . . . .				
<b>4</b> Qualifying distributions for 2016 from Part XII, line 4: ► \$ _____				
<b>a</b> Applied to 2015, but not more than line 2a . . . . .				
<b>b</b> Applied to undistributed income of prior years (Election required—see instructions) . . . . .				
<b>c</b> Treated as distributions out of corpus (Election required—see instructions) . . . . .				
<b>d</b> Applied to 2016 distributable amount . . . . .				
<b>e</b> Remaining amount distributed out of corpus . . . . .				
<b>5</b> Excess distributions carryover applied to 2016 (If an amount appears in column (d), the same amount must be shown in column (a).)				
<b>6</b> Enter the net total of each column as indicated below:				
<b>a</b> Corpus. Add lines 3f, 4c, and 4e. Subtract line 5 . . . . .				
<b>b</b> Prior years' undistributed income. Subtract line 4b from line 2b . . . . .				
<b>c</b> Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed . . . . .				
<b>d</b> Subtract line 6c from line 6b. Taxable amount—see instructions . . . . .				
<b>e</b> Undistributed income for 2015. Subtract line 4a from line 2a. Taxable amount—see instructions . . . . .				
<b>f</b> Undistributed income for 2016. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2017 . . . . .				
<b>7</b> Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required—see instructions) . . . . .				
<b>8</b> Excess distributions carryover from 2011 not applied on line 5 or line 7 (see instructions) . . . . .				
<b>9</b> Excess distributions carryover to 2017. Subtract lines 7 and 8 from line 6a . . . . .				
<b>10</b> Analysis of line 9:				
<b>a</b> Excess from 2012 . . . . .				
<b>b</b> Excess from 2013 . . . . .				
<b>c</b> Excess from 2014 . . . . .				
<b>d</b> Excess from 2015 . . . . .				
<b>e</b> Excess from 2016 . . . . .				

**Part XIV Private Operating Foundations** (see instructions and Part VII-A, question 9)

- 1a** If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2016, enter the date of the ruling ▶
- b** Check box to indicate whether the foundation is a private operating foundation described in section  4942(j)(3) or  4942(j)(5)

	Tax year				(e) Total
	(a) 2016	(b) 2015	(c) 2014	(d) 2013	
<b>2a</b> Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed					
<b>b</b> 85% of line 2a	0	0	0	0	0
<b>c</b> Qualifying distributions from Part XII, line 4 for each year listed					0
<b>d</b> Amounts included in line 2c not used directly for active conduct of exempt activities					0
<b>e</b> Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c	0	0	0	0	0
<b>3</b> Complete 3a, b, or c for the alternative test relied upon:					
<b>a</b> "Assets" alternative test—enter:					
<b>(1)</b> Value of all assets					0
<b>(2)</b> Value of assets qualifying under section 4942(j)(3)(B)(i)					0
<b>b</b> "Endowment" alternative test—enter 2/3 of minimum investment return shown in Part X, line 6 for each year listed					0
<b>c</b> "Support" alternative test—enter:					
<b>(1)</b> Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)					0
<b>(2)</b> Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)					0
<b>(3)</b> Largest amount of support from an exempt organization					0
<b>(4)</b> Gross investment income					0

**Part XV Supplementary Information** (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year—see instructions.)

- 1 Information Regarding Foundation Managers:**
- a** List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)
- 
- b** List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.
- 
- 2 Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:**
- Check here  if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc. (see instructions) to individuals or organizations under other conditions, complete items 2a, b, c, and d.
- a** The name, address, and telephone number or e-mail address of the person to whom applications should be addressed:
- 
- b** The form in which applications should be submitted and information and materials they should include:
- 
- c** Any submission deadlines:
- 
- d** Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:
-

**Part XV** Supplementary Information *(continued)*

**3 Grants and Contributions Paid During the Year or Approved for Future Payment**

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
<b>a</b> <i>Paid during the year</i>				
<b>Total</b>				<b>3a</b> 0
<b>b</b> <i>Approved for future payment</i>				
<b>Total</b>				<b>3b</b> 0





# Schedule of Contributors

2016

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.

▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Name of the organization

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.

Employer identification number

26-2709777

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)( ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

### General Rule

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

### Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 $\frac{1}{3}$ % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year . . . . . ▶ \$ .....

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.

Employer identification number

26-2709777

**Part I** **Contributors** (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	DAVID MOWRY 1207 DELORES ST KEMAH, TX 77565	\$ 20,000	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.	Employer identification number 26-2709777
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**Part II** Noncash Property (See instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
1	TRAVEL TRAILER	\$ 20,000	06/15/2016
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

<b>Name of organization</b> PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.	<b>Employer identification number</b> 26-2706773
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**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ▶ \$ \_\_\_\_\_  
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	..... ..... .....	..... ..... .....	..... ..... .....
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
..... ..... .....		..... ..... .....	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	..... ..... .....	..... ..... .....	..... ..... .....
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
..... ..... .....		..... ..... .....	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	..... ..... .....	..... ..... .....	..... ..... .....
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
..... ..... .....		..... ..... .....	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	..... ..... .....	..... ..... .....	..... ..... .....
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
..... ..... .....		..... ..... .....	

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.  
ATTACHMENT TO FORM 990-PF PAGE 1, PART I, LINE 24  
OTHER EXPENSES

Expenses

Rent	\$6,287.00
Bank & CC Fees	790.93
Sales Tax & State Filing Fees	847.25
Office Supplies	203.19
Insurance	2,056.76
Printing	590.05
Storage	2,996.81
Constant Contact fee	171.00
Museum Repairs	300.00
Internet fee	669.94
Racks	1,591.85
Books	633.69
Panels	8,249.51
Event Expenses	1,222.24
Photos	607.00
Advertising	460.75
Transportation	769.52
Memberships & Dues	100.00
Filings and related preparation fees	700.00
Paint	408.77
Total Expenses	<u><u>\$29,656.26</u></u>

Form **990-PF**

**Return of Private Foundation**  
or Section 4947(a)(1) Trust Treated as Private Foundation

OMB No. 1545-0052

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Information about Form 990-PF and its separate instructions is at [www.irs.gov/form990pf](http://www.irs.gov/form990pf).

**2015**

Open to Public Inspection

For calendar year **2015** or tax year beginning , **2015**, and ending , **20**

Name of foundation: **PAIM BEANS WOMEN'S BUILDING ETC. BY PROJECT, INC.**

Number and street (or P.O. box number if mail is not delivered to street address): **335 FLAGLER BLVD.**

Room/suite: \_\_\_\_\_

City or town, state or province, country, and ZIP or foreign postal code: **LAKE PARK, FL 33403**

**A** Employer identification number: **26-2709777**

**B** Telephone number (see instructions): \_\_\_\_\_

**C** if exemption application is pending, check here

**D** 1. Foreign organizations, check here   
2. Foreign organizations meeting the 85% test, check here and attach computation

**E** If private foundation status was terminated under section 507(b)(1)(A), check here

**F** If the foundation is in a 60-month termination under section 507(b)(1)(B), check here

**G** Check all that apply:  Initial return  Initial return of a former public charity  
 Final return  Amended return  
 Address change  Name change

**H** Check type of organization:  Section 501(c)(3) exempt private foundation  
 Section 4947(a)(1) nonexempt charitable trust  Other taxable private foundation

**I** Fair market value of all assets at end of year (from Part II, col. (c), line 16) ▶ \$ **35,435**

**J** Accounting method:  Cash  Accrual  
 Other (specify) \_\_\_\_\_  
(Part I, column (d) must be on cash basis.)

<b>Part I Analysis of Revenue and Expenses</b> (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a) (see instructions).)		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
<b>Revenue</b>	<b>1</b> Contributions, gifts, grants, etc., received (attach schedule)	27,535			
	<b>2</b> Check <input type="checkbox"/> if the foundation is not required to attach Sch. B				
	<b>3</b> Interest on savings and temporary cash investments				
	<b>4</b> Dividends and interest from securities				
	<b>5a</b> Gross rents				
	<b>b</b> Net rental income or (loss)				
	<b>6a</b> Net gain or (loss) from sale of assets not on line 10				
	<b>b</b> Gross sales price for all assets on line 6a				
	<b>7</b> Capital gain net income (from Part IV, line 2)				
	<b>8</b> Net short-term capital gain				
	<b>9</b> Income modifications				
	<b>10a</b> Gross sales less returns and allowances	4,500			
<b>b</b> Less: Cost of goods sold	3,445				
<b>c</b> Gross profit or (loss) (attach schedule)	1,055				
<b>11</b> Other income (attach schedule)					
<b>12 Total.</b> Add lines 1 through 11	28,590	0			
<b>Operating and Administrative Expenses</b>	<b>13</b> Compensation of officers, directors, trustees, etc.				
	<b>14</b> Other employee salaries and wages				
	<b>15</b> Pension plans, employee benefits				
	<b>16a</b> Legal fees (attach schedule)				
	<b>b</b> Accounting fees (attach schedule)				
	<b>c</b> Other professional fees (attach schedule)				
	<b>17</b> Interest				
	<b>18</b> Taxes (attach schedule) (see instructions)				
	<b>19</b> Depreciation (attach schedule) and depletion				
	<b>20</b> Occupancy				
	<b>21</b> Travel, conferences, and meetings				
	<b>22</b> Printing and publications				
	<b>23</b> Other expenses (attach schedule)	21,918			
	<b>24 Total operating and administrative expenses.</b> Add lines 13 through 23	21,918	0	0	0
	<b>25</b> Contributions, gifts, grants paid				
<b>26 Total expenses and disbursements.</b> Add lines 24 and 25	21,918	0	0	0	
<b>27</b> Subtract line 26 from line 12:					
<b>a Excess of revenue over expenses and disbursements</b>	6,473				
<b>b Net investment income</b> (if negative, enter -0-)		0			
<b>c Adjusted net income</b> (if negative, enter -0-)			0		

For Paperwork Reduction Act Notice, see instructions.

Form **990-PF** (2015)

Part II Balance Sheets		Attached schedules and amounts in the description column should be for end-of-year amounts only. (See instructions.)			
		Beginning of year (a) Book Value	End of year (b) Book Value (c) Fair Market Value		
Assets	1	Cash—non-interest-bearing	1,916	4,346	4,348
	2	Savings and temporary cash investments			
	3	Accounts receivable ▶			
		Less: allowance for doubtful accounts ▶			
	4	Pledges receivable ▶			
		Less: allowance for doubtful accounts ▶			
	5	Grants receivable			
	6	Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see instructions)			
	7	Other notes and loans receivable (attach schedule) ▶			
		Less: allowance for doubtful accounts ▶			
	8	Inventories for sale or use	879	879	879
	9	Prepaid expenses and deferred charges			
	10a	Investments—U.S. and state government obligations (attach schedule)			
	b	Investments—corporate stock (attach schedule)			
	c	Investments—corporate bonds (attach schedule)			
	11	Investments—land, buildings, and equipment: basis ▶			
	Less: accumulated depreciation (attach schedule) ▶				
12	Investments—mortgage loans				
13	Investments—other (attach schedule)				
14	Land, buildings, and equipment: basis ▶				
	Less: accumulated depreciation (attach schedule) ▶				
15	Other assets (describe ▶ <u>SURFBOARDS &amp; ARTIFACTS</u> )	25,211	25,211	30,196	
16	<b>Total assets</b> (to be completed by all filers—see the instructions. Also, see page 1, item l)	28,961	35,434	35,435	
Liabilities	17	Accounts payable and accrued expenses			
	18	Grants payable			
	19	Deferred revenue			
	20	Loans from officers, directors, trustees, and other disqualified persons			
	21	Mortgages and other notes payable (attach schedule)			
	22	Other liabilities (describe ▶ )			
	23	<b>Total liabilities</b> (add lines 17 through 22)	0	0	
Net Assets or Fund Balances	<b>Foundations that follow SFAS 117, check here</b> ▶ <input type="checkbox"/>				
	<b>and complete lines 24 through 26 and lines 30 and 31.</b>				
	24	Unrestricted			
	25	Temporarily restricted			
	26	Permanently restricted			
	<b>Foundations that do not follow SFAS 117, check here</b> ▶ <input type="checkbox"/>				
	<b>and complete lines 27 through 31.</b>				
	27	Capital stock, trust principal, or current funds			
28	Paid-in or capital surplus, or land, bldg., and equipment fund				
29	Retained earnings, accumulated income, endowment, or other funds	28,961	35,434		
30	<b>Total net assets or fund balances</b> (see instructions)	28,961	35,434		
31	<b>Total liabilities and net assets/fund balances</b> (see instructions)	28,961	35,434		

Part III Analysis of Changes in Net Assets or Fund Balances			
1	Total net assets or fund balances at beginning of year—Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	28,961
2	Enter amount from Part I, line 27a	2	6,473
3	Other increases not included in line 2 (itemize) ▶	3	
4	Add lines 1, 2, and 3	4	35,434
5	Decreases not included in line 2 (itemize) ▶	5	
6	Total net assets or fund balances at end of year (line 4 minus line 5)—Part II, column (b), line 30	6	35,434

**Part IV Capital Gains and Losses for Tax on Investment Income**

(a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse; or common stock, 200 shs MLC Co.)		(b) How acquired P—Purchase D—Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
<b>1a</b>				
<b>b</b>				
<b>c</b>				
<b>d</b>				
<b>e</b>				
(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)	
<b>a</b>				
<b>b</b>				
<b>c</b>				
<b>d</b>				
<b>e</b>				
Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69				(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
(j) F.M.V. as of 12/31/69	(i) Adjusted basis as of 12/31/69	(k) Excess of col. (j) over col. (i), if any		
<b>a</b>				
<b>b</b>				
<b>c</b>				
<b>d</b>				
<b>e</b>				
<b>2</b> Capital gain net income or (net capital loss) { If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7 }				<b>2</b>
<b>3</b> Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c) (see instructions). If (loss), enter -0- in Part I, line 8				<b>3</b>

**Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income**

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period?  Yes  No  
If "Yes," the foundation does not qualify under section 4940(e). Do not complete this part.

**1** Enter the appropriate amount in each column for each year; see the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2014			
2013			
2012			
2011			
2010			

<b>2</b> Total of line 1, column (d)	<b>2</b>
<b>3</b> Average distribution ratio for the 5-year base period—divide the total on line 2 by 5, or by the number of years the foundation has been in existence if less than 5 years	<b>3</b>
<b>4</b> Enter the net value of noncharitable-use assets for 2015 from Part X, line 5	<b>4</b>
<b>5</b> Multiply line 4 by line 3	<b>5</b>
<b>6</b> Enter 1% of net investment income (1% of Part I, line 27b)	<b>6</b>
<b>7</b> Add lines 5 and 6	<b>7</b>
<b>8</b> Enter qualifying distributions from Part XII, line 4 If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions.	<b>8</b>

**Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948 – see instructions)**

<b>1a</b>	Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary—see instructions)			
<b>b</b>	Domestic foundations that meet the section 4940(e) requirements in Part V, check here <input type="checkbox"/> and enter 1% of Part I, line 27b			
<b>c</b>	All other domestic foundations enter 2% of line 27b. Exempt foreign organizations enter 4% of Part I, line 12, col. (b).			
<b>2</b>	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)			
<b>3</b>	Add lines 1 and 2			
<b>4</b>	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)			
<b>5</b>	<b>Tax based on investment income.</b> Subtract line 4 from line 3. If zero or less, enter -0-			
<b>6</b>	Credits/Payments:			
<b>a</b>	2015 estimated tax payments and 2014 overpayment credited to 2015	<b>6a</b>		
<b>b</b>	Exempt foreign organizations—tax withheld at source	<b>6b</b>		
<b>c</b>	Tax paid with application for extension of time to file (Form 8868)	<b>6c</b>		
<b>d</b>	Backup withholding erroneously withheld	<b>6d</b>		
<b>7</b>	Total credits and payments. Add lines 6a through 6d			
<b>8</b>	Enter any <b>penalty</b> for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached			
<b>9</b>	<b>Tax due.</b> If the total of lines 5 and 8 is more than line 7, enter <b>amount owed</b>			
<b>10</b>	<b>Overpayment.</b> If line 7 is more than the total of lines 5 and 8, enter the <b>amount overpaid</b>			
<b>11</b>	Enter the amount of line 10 to be: <b>Credited to 2016 estimated tax</b> <input type="checkbox"/> <b>Refunded</b> <input type="checkbox"/>			

**Part VII-A Statements Regarding Activities**

	Yes	No
<b>1a</b> During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		X
<b>b</b> Did it spend more than \$100 during the year (either directly or indirectly) for political purposes (see Instructions for the definition)? <i>If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.</i>		X
<b>c</b> Did the foundation file <b>Form 1120-POL</b> for this year?		X
<b>d</b> Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: <b>(1)</b> On the foundation. ▶ \$ _____ <b>(2)</b> On foundation managers. ▶ \$ _____		
<b>e</b> Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. ▶ \$ _____		
<b>2</b> Has the foundation engaged in any activities that have not previously been reported to the IRS? <i>If "Yes," attach a detailed description of the activities.</i>		X
<b>3</b> Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? <i>If "Yes," attach a conformed copy of the changes.</i>		X
<b>4a</b> Did the foundation have unrelated business gross income of \$1,000 or more during the year?		X
<b>b</b> If "Yes," has it filed a tax return on <b>Form 990-T</b> for this year?		X
<b>5</b> Was there a liquidation, termination, dissolution, or substantial contraction during the year? <i>If "Yes," attach the statement required by General Instruction T.</i>		X
<b>6</b> Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	X	
<b>7</b> Did the foundation have at least \$5,000 in assets at any time during the year? <i>If "Yes," complete Part II, col. (c), and Part XV</i>	X	
<b>8a</b> Enter the states to which the foundation reports or with which it is registered (see instructions) ▶		
<b>b</b> If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by <i>General Instruction G</i> ? <i>If "No," attach explanation</i>	X	
<b>9</b> Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2015 or the taxable year beginning in 2015 (see instructions for Part XIV)? <i>If "Yes," complete Part XIV</i>	X	
<b>10</b> Did any persons become substantial contributors during the tax year? <i>If "Yes," attach a schedule listing their names and addresses</i>		X

Part VII-A Statements Regarding Activities (continued)

	Yes	No
11 At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule (see instructions)		X
12 Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement (see instructions)		X
13 Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ► WWW.SURFHISTORYPROJECT.ORG	X	
14 The books are in care of ► WILLIAM KEETON Telephone no. ► 561-312-6023 Located at ► 104 LAUREL COURT, PEACHTREE CITY, GA ZIP+4 ► 30269		
15 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041—Check here, and enter the amount of tax-exempt interest received or accrued during the year ► 15		
16 At any time during calendar year 2015, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114. If "Yes," enter the name of the foreign country ►		

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

	Yes	No
1a During the year did the foundation (either directly or indirectly): (1) Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input type="checkbox"/> No (6) Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If any answer is "Yes" to 1a(1)–(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see instructions)? Organizations relying on a current notice regarding disaster assistance check here ► <input type="checkbox"/>	1b	
c Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2015?	1c	X
2 Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)): a At the end of tax year 2015, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2015? If "Yes," list the years ► 20____, 20____, 20____, 20____ <input type="checkbox"/> Yes <input type="checkbox"/> No b Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement—see instructions.) c If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. ► 20____, 20____, 20____, 20____	2b	X
3a Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input type="checkbox"/> No b If "Yes," did it have excess business holdings in 2015 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2015.)	3b	X
4a Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	X
b Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2015?	4b	X



**Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)**

**5a** During the year did the foundation pay or incur any amount to:

(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?  Yes  No

(2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive?  Yes  No

(3) Provide a grant to an individual for travel, study, or other similar purposes?  Yes  No

(4) Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? (see instructions)  Yes  No

(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?  Yes  No

**b** If any answer is "Yes" to 5a(1)–(5), did **any** of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance (see instructions)? **5b**  Yes  No

Organizations relying on a current notice regarding disaster assistance check here

**c** If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?  Yes  No

If "Yes," attach the statement required by Regulations section 53.4945–5(d).

**6a** Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?  Yes  No

**b** Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract? **6b**  Yes  No

If "Yes" to 6b, file Form 8870.

**7a** At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?  Yes  No

**b** If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction? **7b**  Yes  No

**Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors**

**1 List all officers, directors, trustees, foundation managers and their compensation (see instructions).**

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
MICHAEL BROWN, THE ESTUARY, JUPITER, FL	TRUSTEE 1HR			
TOM WARNEKE, 1715 WORCESTER RD LANATAN, FL	TRUSTEE 1HR			
SCOTT ROBERTSON, 474 BRAVADO WALK PALM BEACH, FL	TRUSTEE 1HR			
DOUG BOGUE, 565 MARLIN RD JUPITER, FL	TRUSTEE 1HR			
ANDY MERRILL, 1207 DELORET SW, PENSACOLA, FL	TRUSTEE 1HR			

**2 Compensation of five highest-paid employees (other than those included on line 1—see instructions). If none, enter "NONE."**

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
"NONE"				

**Total** number of other employees paid over \$50,000



**Part X Minimum Investment Return** (All domestic foundations must complete this part. Foreign foundations, see instructions.)

<b>1</b>	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
<b>a</b>	Average monthly fair market value of securities . . . . .	<b>1a</b>	
<b>b</b>	Average of monthly cash balances . . . . .	<b>1b</b>	
<b>c</b>	Fair market value of all other assets (see instructions) . . . . .	<b>1c</b>	
<b>d</b>	<b>Total</b> (add lines 1a, b, and c) . . . . .	<b>1d</b>	
<b>e</b>	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation) . . . . .	<b>1e</b>	
<b>2</b>	Acquisition indebtedness applicable to line 1 assets . . . . .	<b>2</b>	
<b>3</b>	Subtract line 2 from line 1d . . . . .	<b>3</b>	
<b>4</b>	Cash deemed held for charitable activities. Enter 1½% of line 3 (for greater amount, see instructions) . . . . .	<b>4</b>	
<b>5</b>	<b>Net value of noncharitable-use assets.</b> Subtract line 4 from line 3. Enter here and on Part V, line 4	<b>5</b>	
<b>6</b>	<b>Minimum investment return.</b> Enter 5% of line 5 . . . . .	<b>6</b>	

**Part XI Distributable Amount** (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations check here  and do not complete this part.)

<b>1</b>	Minimum investment return from Part X, line 6 . . . . .		<b>1</b>	
<b>2a</b>	Tax on investment income for 2015 from Part VI, line 5 . . . . .	<b>2a</b>		
<b>2b</b>	Income tax for 2015. (This does not include the tax from Part VI.) . . . . .	<b>2b</b>		
<b>c</b>	Add lines 2a and 2b . . . . .	<b>2c</b>		
<b>3</b>	Distributable amount before adjustments. Subtract line 2c from line 1 . . . . .	<b>3</b>		
<b>4</b>	Recoveries of amounts treated as qualifying distributions . . . . .	<b>4</b>		
<b>5</b>	Add lines 3 and 4 . . . . .	<b>5</b>		
<b>6</b>	Deduction from distributable amount (see instructions) . . . . .	<b>6</b>		
<b>7</b>	<b>Distributable amount</b> as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1 . . . . .	<b>7</b>		

**Part XII Qualifying Distributions** (see instructions)

<b>1</b>	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
<b>a</b>	Expenses, contributions, gifts, etc.—total from Part I, column (d), line 26 . . . . .	<b>1a</b>	
<b>b</b>	Program-related investments—total from Part IX-B . . . . .	<b>1b</b>	
<b>2</b>	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes . . . . .	<b>2</b>	
<b>3</b>	Amounts set aside for specific charitable projects that satisfy the:		
<b>a</b>	Suitability test (prior IRS approval required) . . . . .	<b>3a</b>	
<b>b</b>	Cash distribution test (attach the required schedule) . . . . .	<b>3b</b>	
<b>4</b>	<b>Qualifying distributions.</b> Add lines 1a through 3b. Enter here and on Part V, line 8, and Part XIII, line 4	<b>4</b>	
<b>5</b>	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b (see instructions) . . . . .	<b>5</b>	
<b>6</b>	<b>Adjusted qualifying distributions.</b> Subtract line 5 from line 4 . . . . .	<b>6</b>	

**Note.** The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

**Part XIII Undistributed Income (see instructions)**

	(a) Corpus	(b) Years prior to 2014	(c) 2014	(d) 2015
<b>1</b> Distributable amount for 2015 from Part XI, line 7 . . . . .				
<b>2</b> Undistributed income, if any, as of the end of 2015:				
<b>a</b> Enter amount for 2014 only . . . . .				
<b>b</b> Total for prior years: 20 ,20 ,20				
<b>3</b> Excess distributions carryover, if any, to 2015:				
<b>a</b> From 2010 . . . . .				
<b>b</b> From 2011 . . . . .				
<b>c</b> From 2012 . . . . .				
<b>d</b> From 2013 . . . . .				
<b>e</b> From 2014 . . . . .				
<b>f</b> <b>Total</b> of lines 3a through e . . . . .				
<b>4</b> Qualifying distributions for 2015 from Part XII, line 4: ► \$ _____				
<b>a</b> Applied to 2014, but not more than line 2a . . . . .				
<b>b</b> Applied to undistributed income of prior years (Election required—see instructions) . . . . .				
<b>c</b> Treated as distributions out of corpus (Election required—see instructions) . . . . .				
<b>d</b> Applied to 2015 distributable amount . . . . .				
<b>e</b> Remaining amount distributed out of corpus . . . . .				
<b>5</b> Excess distributions carryover applied to 2015 (If an amount appears in column (d), the same amount must be shown in column (a).)				
<b>6</b> Enter the net total of each column as indicated below:				
<b>a</b> Corpus. Add lines 3f, 4c, and 4e. Subtract line 5 . . . . .				
<b>b</b> Prior years' undistributed income. Subtract line 4b from line 2b . . . . .				
<b>c</b> Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed . . . . .				
<b>d</b> Subtract line 6c from line 6b. Taxable amount—see instructions . . . . .				
<b>e</b> Undistributed income for 2014. Subtract line 4a from line 2a. Taxable amount—see instructions . . . . .				
<b>f</b> Undistributed income for 2015. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2016 . . . . .				
<b>7</b> Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required—see instructions) . . . . .				
<b>8</b> Excess distributions carryover from 2010 not applied on line 5 or line 7 (see instructions) . . . . .				
<b>9</b> <b>Excess distributions carryover to 2016.</b> Subtract lines 7 and 8 from line 6a . . . . .				
<b>10</b> Analysis of line 9:				
<b>a</b> Excess from 2011 . . . . .				
<b>b</b> Excess from 2012 . . . . .				
<b>c</b> Excess from 2013 . . . . .				
<b>d</b> Excess from 2014 . . . . .				
<b>e</b> Excess from 2015 . . . . .				

**Part XIV Private Operating Foundations** (see instructions and Part VII-A, question 9)

- 1a** If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2015, enter the date of the ruling . . . . . ▶
- b** Check box to indicate whether the foundation is a private operating foundation described in section  4942(j)(3) or  4942(j)(5)

	Tax year				(e) Total
	(a) 2015	(b) 2014	(c) 2013	(d) 2012	
<b>2a</b> Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed . . . . .					
<b>b</b> 85% of line 2a . . . . .					
<b>c</b> Qualifying distributions from Part XII, line 4 for each year listed . . . . .					
<b>d</b> Amounts included in line 2c not used directly for active conduct of exempt activities . . . . .					
<b>e</b> Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c . . . . .					
<b>3</b> Complete 3a, b, or c for the alternative test relied upon:					
<b>a</b> "Assets" alternative test—enter:					
<b>(1)</b> Value of all assets . . . . .					
<b>(2)</b> Value of assets qualifying under section 4942(j)(3)(B)(i) . . . . .					
<b>b</b> "Endowment" alternative test—enter 2/3 of minimum investment return shown in Part X, line 6 for each year listed . . . . .					
<b>c</b> "Support" alternative test—enter:					
<b>(1)</b> Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties) . . . . .					
<b>(2)</b> Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii) . . . . .					
<b>(3)</b> Largest amount of support from an exempt organization . . . . .					
<b>(4)</b> Gross investment income . . . . .					

**Part XV Supplementary Information (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year—see instructions.)**

- 1 Information Regarding Foundation Managers:**
- a** List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)
- b** List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.
- 2 Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:**
- Check here  if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc. (see instructions) to individuals or organizations under other conditions, complete items 2a, b, c, and d.
- a** The name, address, and telephone number or e-mail address of the person to whom applications should be addressed:
- b** The form in which applications should be submitted and information and materials they should include:
- c** Any submission deadlines:
- d** Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:

**Part XV** Supplementary Information *(continued)*

**3** Grants and Contributions Paid During the Year or Approved for Future Payment

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
<b>a</b> Paid during the year				
<b>Total</b>				<b>3a</b> 0
<b>b</b> Approved for future payment				
<b>Total</b>				<b>3b</b> 0







**EXPENSES**

<b>STORAGE</b>	1,225.00
<b>ADVERTISING &amp; PROMOTION</b>	0.00
<b>BANK FEES</b>	232.00
<b>BANK CHARGES</b>	0.00
<b>BUSINESS SERVICES</b>	0.00
<b>SALES TAX</b>	0.00
<b>FILING FEES AND LICENSES</b>	785.00
<b>POSTAGE &amp; PRINTING</b>	8.00
<b>INSURANCE EXPENSE</b>	2,585.00
<b>CREDIT CARD FEES</b>	444.00
<b>WEBSITE EXPENSES</b>	298.00
<b>PARTY EXPENSES</b>	0.00
<b>RENT</b>	4,010.00
<b>BOOKS</b>	250.00
<b>BOARDS</b>	1,141.00
<b>T-SHIRTS</b>	2,903.00
<b>PRINTING</b>	821.00
<b>CONSTANT CONTACT</b>	170.00
<b>OFFICE EXPENSE</b>	396.00
<b>REPAIRS</b>	500.00
<b>WRAPS</b>	1,105.00
<b>SUPPLIES</b>	833.00
<b>SIGN</b>	1,350.00
<b>MISCELLANEOUS</b>	270.00
<b>EXHIBITION EXPENSES</b>	2,592.00
<b>TOTAL EXPENSES</b>	<u>21,918.00</u>





**700 Park Avenue Holdings, LLC**

700 Park Avenue

Lake Park, FL 33403

561.328.7481



Surfing Florida Museum

738 Park Avenue

Lake Park, FL 33403

Tom Warnke, Executive Director

Please use this letter to verify that you have been a Tenant in good standing for the past two years approx. at the 700 Park Avenue, LLC property.

Sincerely,

A handwritten signature in blue ink that reads "J. Brockman".

J. Brockman

Property Manager/Owner

700 Park Avenue Holdings, LLC



The logo for Graceey, featuring the name in a stylized, outlined font.

*The Healthcare Providers' Insurance Specialists*

255 NE Sixth Avenue • Delray Beach, FL 33483 • 800.966.2120 • Fax 888.235.5008

April 23, 2018

To whom it may concern,

I was happy to provide space for the Palm Beach County Surfing History Project's museum during 2015 and 2016 at my property on US-1 in Delray Beach. Our lease agreement with the Project was adhered to in all respects, and they provided permanent improvements to the 3,000 square foot space while they were tenants of mine. One of the best parts of being their landlord was the social events they held frequently at the museum. Those events included family festivals, vintage movie nights, music recitals, a group painting party, corporate events and gallery exhibits of photos and art.

When the Project moved to their present location in Lake Park, there were no obligations left unfilled and I was sorry to see them go. They are a bunch of great folks!

I can recommend the Palm Beach County Surfing History Project as a tenant without reservation.

Feel free to contact me if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Graceey', with a large, sweeping flourish underneath.

Matt Graceey

# SANDOWAY

DISCOVERY CENTER

The Friends of Sandoway

House Nature Center

10/17/17

**President**

Ann Heilakka

**Vice President**

Megan Addison

**Treasurer**

Joseph Robinson

**Secretary**

Lisa White

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Jackie Nadel

Kate Pemberton

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**Executive Director**

Danica Sanborn

**Director of Education**

Evan Orellana

A NON-PROFIT ORGANIZATION  
DEDICATED TO SUPPORTING A NATURE  
CENTER IN A HISTORIC BEACHFRONT  
SETTING SINCE 1995

Dear Tom,

The Sandoway Discovery Center is happy to host the Palm Beach County Surfing History Project's exhibit and photo gallery again this year. Our Board of Directors enjoyed meeting your Board of Trustees at our get-together here this month, and I'm sure many people will discover Florida's surfing history while the display is here for the next 9 months. Last year approximately 11,446 students and adults viewed the exhibit and this year we expect more than 12,500 people to view the display. It is certainly a valuable educational exhibit for all ages.

Sincerely,



Danica Sanborn

142 South Ocean Boulevard, Delray Beach, FL 33483

Phone: (561) 274-7263 Fax: (561) 274 -9826

[www.sandoway.org](http://www.sandoway.org)



Surfing Florida Museum  
Tom Warnke  
738 Park Ave.  
West Palm Beach, FL 33403

Dear Mr. Warnke,

On behalf of everyone at Discover The Palm Beaches, we are delighted that you have decided to join us as a valued Partner in support of increased tourism to The Palm Beaches. As the Official Tourism Marketing Corporation for Palm Beach County for over 30 years, we are committed to our mission of increasing travel and visitation to the destination.

Be sure to login to the Partner Portal to stay up to date on Partner Events and opportunities. You will soon receive email communication from [Partntership@ThePalmBeaches.com](mailto:Partntership@ThePalmBeaches.com). Email is our main form of communication so please add us to your safe sender list.

Enclosed is your Discover The Palm Beaches' Partnership Invoice for 2018, which lasts through the end of the calendar year. Please submit your payment by mail to:

Discover The Palm Beaches  
Attn: Finance Department  
2195 Southern Blvd., Suite 400  
West Palm Beach, FL 33406

**FAX:** (561) 233-3025 or **EMAIL:** [AccountsReivable@ThePalmBeaches.com](mailto:AccountsReivable@ThePalmBeaches.com)

We will continue to seek innovative ways to promote your distinct product to more than 6.9 million visitors that travel to The Palm Beaches on an annual basis. We look forward to working closely with you, and promoting you through our sales, marketing and communications efforts.

Thank you for your investment in our Marketing Partnership Program.

Sincerely,

A handwritten signature in black ink that reads "Jorge Pesquera".

Jorge Pesquera  
President and CEO

A handwritten signature in black ink that reads "Heather Andrews".

Heather Andrews  
AVP, Content and Community Engagement

The Official Tourism Marketing Corporation for Palm Beach County

Discover The Palm Beaches | 2195 Southern Boulevard, Suite 400, West Palm Beach, FL 33406  
T: 561.233.3000 | F: 561.233.3009 | [ThePalmBeaches.com](http://ThePalmBeaches.com)

**Palm Beach County**  
**SURFING**

**HISTORY**  
**PROJECT**

[surfhistoryproject.org](http://surfhistoryproject.org)

335 Flagler Blvd, Lake Park FL 33403

561 236-0155

9-13-16

Jennifer Esler  
President & CEO  
Elliott Museum  
825 NE Ocean Boulevard  
Hutchinson Island, Stuart, FL 34996

Dear Jennifer and Robin,

As board members representing the Palm Beach County Surfing History Project to the Elliott Museum, we are writing to formally thank you both hosting our exhibit this year. It was a pleasure to work with you and the process went very smoothly. All the members of our board of directors agree that you did an exemplary job curating the exhibit and providing the community with the opportunity to learn how deep the history of surfing is in the local area and throughout Florida.

If you believe it is appropriate for the Elliott Museum, we look forward to providing the Elliott with a smaller but more permanent exhibit about the history of surfing in the local area.

Sincerely,

Fred Salmon and Corky Roche  
Board of Trustees  
Palm Beach County Surfing History Project

Board of Trustees: Fred Salmon, Corky Roche, Tom Warnke, Bill Keeton, Scott McCranels, Doug Bogue, Sean Murray, David Mowry, Dana Jones, Troy Sloan, Daniel Lofaso and Bill Bathurst.

A nonprofit corporation founded in 2008, dedicated to preserving, documenting and exhibiting a history of surfing in Florida, focusing on Palm Beach County.



## Profiles and Resumes

### Dana Jones, Chair of the Board of Trustees

Home, West Palm Beach, Florida.

Registered Nurse for 20 years. Currently at JFK Medical Center in Atlantis, Florida.

Extensive experience in Retail Management, Buying, Inventory Control and Customer Service.

"Surfing, fishing and diving for the past 50 years, spending a lot of time with Mother Nature....It is a form of therapy in these busy times that we have. I love to tell people about it and that they somehow too will get involved in a more active lifestyle, not only in the ocean but in the great outdoors."

### Dr. Scott McCranels, Immediate Past Chair

Home – Palm Beach Shores, Florida

Professional Skateboarder 1976-1980

Professional Surfer 1980-1994

ASP World Surfing Tour 1984-1987

East Coast Surfing Championships, Va. Bch. (ECSC) – 1st Place 1987

East Coast Surfing Championships, Va. Bch. (ECSC) – 1st Place 1988

2003 Florida Skateboard Hall of Fame

2010 Inducted into East Coast surfing Hall of Fame

Dentist – 1992, Orthodontist – 1995

Orthodontist in West Palm Beach, Florida

### Bill Keeton, Treasurer and CPA

Moved to Lake Park in 1956

Started surfing spring of 1965 – to present

Competitive swimmer 1957-1970

Current Treasurer, Past President and founding member of Jupiter Noseriders Surf Club 1997- Present

Current Treasurer of The Eastern Surfing Association 2012-Present

Co-founder of Palm Beach County Surfing History Project 2008

Corporate Tax Manager Trulite Glass & Aluminum Solutions LLC \$300m Glass and window manufacturer

President – Keeton Accounting & Tax Services, Inc. 1996 – Present

Children Joshua 12 & Caleb 8

## WILLIAM C. KEETON, CPA

104 Laurel Court, Peachtree City, GA 30269  
Mobile: (561) 312-6023

335 Flagler Blvd., Lake Park, FL 33403  
[billkeeton@aol.com](mailto:billkeeton@aol.com)

A highly accomplished, results-driven, hands on, team-oriented, working **Tax and Fixed Asset Manager** who has demonstrated the ability to successfully lead in large financial organizations. Strong technical tax and accounting expertise developed during **Big 4** tax experience and progressive corporate experience. Industry experience includes transportation, manufacturing, consumer products, insurance, specialty chemicals and food.

- Monthly tax provision process
- Planning, analyzing and implementing tax cost savings and efficiencies
- Tax, financial & insurance audit management
- Asset Management Implementation
- Heavy multi-state income and franchise tax
- Multi-state sales & use tax
- Development and maintenance of tax controls for Sarbanes-Oxley
- Tax return preparation and review, foreign, federal, payroll, state and local returns
- Tax Research
- Business Licenses
- Mergers & acquisitions
- Foreign tax credit calculations
- Tax Projections
- Analysis of tax reserves & intercompany accounts
- Project Management
- Sub Part F Calculations
- Complete tax restructuring pursuant to the American Jobs Creation Act of 2004
- Investment in U.S. Property calculations
- Financial Statement Preparation
- Training & teambuilding
- Fixed asset inventories
- Forecasting & budgeting
- Cash management, book keeping
- Process reengineering
- E&P Calculations

### PROFESSIONAL EXPERIENCE

#### **Osmose Utilities Services, Inc. Peachtree City, GA**

**June 2017-Present**

*A \$300million utility pole inspection and structure company providing a wide variety of inspection, maintenance and rehabilitation services and products to electric and telecommunications utilities with over 2,000 employees and 85% of the U.S. market serving all 50 states.*

#### **Corporate Tax and Fixed Asset Manager-Finance Department**

- Responsible for all tax department operations that includes responsibility for federal tax returns, state, sales, property tax returns and audits for all 50 states, as well as completion of the integration of three companies into one.
- Responsible for implementation of Avalara Sales tax system and integration into our new NetSuite ERP system.
- Saving company thousands of dollars in sales tax by automating and revamping the sales tax function in the company.
- Responsible for implementation of One Source tax return software and tax provision system.
- Assists the finance department in budgeting, forecasting and accounting issues.
- Responsible for tax analysis in securing a \$1.4 million opportunity zone credit
- Reporting to Vice President of Finance and CFO

#### **Trulite Glass & Aluminum Solutions, LLC (Sun Capital) – Deerfield Beach, FL/Peachtree City, GA Dec 2012 – May 2017**

*A \$450 million manufacturing company offering a complete line of architectural aluminum products, fabricated glass, all glass entrances, decorative glass and mirrors. with over 2,000 employees and 28 branches in 14 states and Canada serving all 50 states.*

#### **Corporate Tax and Fixed Asset Manager**

- Responsible for all tax department operations that includes responsibility for federal tax returns, state, sales, property tax returns and audits for all 50 states, as well as completion of the integration of three companies into one.
- Responsible for all facets of fixed assets, including capital acquisition tracking, planning and forecasting as well as monthly recording of depreciation, fixed asset inventories and lease monitoring.
- Saved company hundreds of thousands of dollars in sales tax by taking sales credits on taxable sales related to bankrupt customers.
- Responsible for franchise tax returns, business licenses and all tax research as well as federal and state and local income and property tax returns.
- Responsible for planning, analyzing and implementing tax cost savings and efficiencies for many acquisitions during my tenure.

**Tropical Shipping ( Nicor, Inc./AGL Resources, Inc. – (NYSE:GAS) – Riviera Beach, Florida April 1996-April 2012**  
*\$350 million containerized shipping business with 1,100 employees serving the Caribbean region and the Bahamas.*  
*Nicor is a \$2.6 billion publicly traded Illinois gas utility with 3,900 employees. Parent company was acquired by AGL Resources, Inc. in December 2011.*

**Tax and Fixed Asset Manager**

- Directed 2-4-member team responsible for preparation of federal, foreign, state and local income tax returns, fixed assets, international and multi-entity accounting
- Assisted in the coordination of external financial statement audits for parent company (US GAAP), foreign subsidiaries (IFRS), insurance affiliate (statutory reporting)
- Improved legacy insurance financial reporting process to address state audit findings with additional review, staff training, statutory disclosure checklist and routine meetings with operations to review issues
- Member of People Soft Asset Implementation team. Set up tax books for all companies foreign and domestic
- Member of 2-person finance tax restructuring team in 2005-2006 which saved the company \$8,000,000 in income taxes annually. Assisted cash management in the review and management of \$8,000,000 bond portfolio.

**Scott Paper Company Headquarters– Boca Raton, Florida**

**July 1995 – April 1996**

*Merged with Kimberly- Clark in 1995*

**Senior Accountant Worldwide Tax Audit**

- Responsible for coordination of state and federal tax audits, evaluation of audit results and proposal of settlements to auditors
- Tax planning regarding impact of audit positions on future tax years and related issues.
- Proposed audit settlement on NY State tax audit that save the company \$800,000 by adjusting the numerator in the apportionment factor

**WILLIAM C. KEETON, CPA**

**PROFESSIONAL EXPERIENCE, Continued**

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**W.R. Grace & Co. Corporate Headquarters – Boca Raton, Florida**

**September 1991-July 1995**

**Tax Accountant II**

- Responsible for preparation and review of corporate tax packages from subsidiaries and divisions and state tax returns for 25 states; Reviewed and prepared multi-state tax returns
- Audit coordinator for federal income tax audit
- Reviewed and analyzed tax estimates, deferred taxes and budgets for divisions and subsidiaries
- Reviewed and responded to IRS notices and audit Information Document Requests
- Trained and supervised staff in both the state and federal areas

**Dole Food Company – Boca Raton, Florida**

**July 1989 – August 1991**

**Tax Supervisor**

- Prepared and reviewed corporate, state and local tax returns, property and sales tax returns
- Tax research, and consultation with accounting, payroll, human resources and internal audit departments on various accounting and tax related matters
- Analyzed executive compensation, relocation reimbursements, foreign compensation, and payroll taxes
- Assisted in tax planning matters worldwide
- Assistant to the Director of Taxes/Assistant Treasurer

**Proctor, Crook and Company, CPA's –Stuart, Florida**

**June 1987- May 1989**

**Tax Supervisor**

Responsible for preparation and review of corporate, individual and partnership and state tax returns and related research;

- Supervised professional staff of six
- Presented in-house continuing education programs including Uniform Capitalization Rules, Alternative Minimum Tax and S Corporations
- Responsible for bringing in several clients including cell phone, attorneys and real estate development clients

**DeWoody and Company, CPA's – Palm Beach, Florida**

**May 1985 – June 1987**

**Senior Accountant**

- Prepared and reviewed estate, gift, trust, corporate, partnership, individual and state tax returns; Prepared audits and compilations; In charge accountant on several multi-entity and multi-state clients
- Responsible many high income individuals and their trusts and estates as well as large multi entity businesses

**Price Waterhouse & Company – Miami, Florida****Jan 1981 – May 1985****Senior Accountant**

- Prepared and reviewed individual, corporate and partnership tax returns.
- Responsible for retirement planning, tax estimates, IRS audits and consultations with executive client management on tax equalization programs and various compensation issues.
- Reviewed and prepared various foreign tax returns.
- Trained and supervised staff accountants

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**EDUCATION**

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Florida Atlantic University – Boca Raton, Florida	BBA Accounting & Marketing	Active CPA Since 1987
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**COMPUTER EXPERIENCE**

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PeopleSoft, One Source, Vertex, Microsoft Dynamics AX, Sage Fixed Assets, Pro-Series, Fast Tax, CCH, BNA, RIA, Booke Seminars, Laser Librarian, QuickBooks MS Excel, Access, Word, PowerPoint, Outlook, Lotus and Internet Explorer

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**LEADERSHIP/MEMBERSHIPS**

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Current Treasurer – Eastern Surfing Association, Pro Bono bookkeeping for several charitable organizations, Past FICPA Committee Chairman, Current Member FICPA, AICPA

## Resume

Tom Warnke  
2780 Worcester Road  
Lake Worth, FL 33462  
561-236-0155  
trwarnke@hotmail.com

### Education

B.A., Florida Atlantic University, Social Science and Psychology, 1971

### Employment

1971 - 1979 State of Florida, Circuit Court System. Division of Youth Services Probation Officer, Palm Beach County

1980 - 1983 Kimball International. Eastern U.S. Sales Manager

1983 - 2001 Costa Del Mar Sunglasses. Sales Management, Marketing Manager, Vice President.

2001 - 2010 Ideal Publications. Retail Account Sales and Collections

2010 - present. Semi-retired, regular part-time work with The Coastal Star newspaper and the City of Boynton Beach Parks and Recreation Department.

2018 Executive Director of the Palm Beach County Surfing History Project

After earning his degree at Florida Atlantic University, Tom was hired by the State of Florida as a Juvenile Court Counselor, a position he held for eight years. In 1983 Tom was hired as the first salesman for Costa Del Mar Sunglasses. He worked there for 18 years in sales and marketing.

Tom was elected as the non-profit Eastern Surfing Association's District Director for the South Florida District in 1974 (Sebastian to Miami). He served as announcer at numerous East Coast and United States Championship events. In 2010 he was elected as Chairman of the ESA Board of Directors. 2014 was his 40<sup>th</sup> year as a volunteer ESA district director and he was elected to the position of Director Emeritus. His volunteer hours' total surpassed 10,000 hours in 2014.

Surfrider Foundation's first Florida Chapter was founded by Tom in 1997 and today he serves as the chapter's Stakeholder Liaison.

Tom won the ESA Southeast Regional Grand Masters Shortboard title in 2010 at Sebastian Inlet, Florida, repeated in 2014 and went on to become the 2014 East Coast Grand Legends Champion at the ESA Championships.

Tom is a third-generation writer, as well as an editor and photographer. With more than 40 years' experience as a producer of special events, Tom has the expertise to administer events in many settings.

## CV Related to Coastal Systems

### Local

#### City of Boynton Beach

2007 - Appointed by the mayor Taylor of Boynton Beach to serve on the Committee on Feasibility for Redesign of Boynton Inlet. Served on sub-committee to review the body of work of nine Coastal Engineering firms under consideration for selection to conduct the Inlet Re-Design Study funded by the South Florida Water Management District. Participated for three years in the Committee's analysis of computer modeling of dynamic coastal systems, including consideration of numerous possible changes to the design of the South Lake Worth Inlet and the related inshore and offshore systems.  
Appointed by City Commission to Visions 2020 Planning Committee.

#### City of Boca Raton

2012 - Consultations with Boca Raton Inlet Dredge Operator while conducting research in methods to enhance inlet bypass of beach-compatible down drift sand by utilizing a movable dredge. Operator had 37 years of experience as the dredge operator at Boca Raton Inlet.

#### Hillsboro Inlet Authority - Broward County

2012 - Consultation with Chairman while researching methods to enhance inlet bypass of beach-compatible down drift sand. This Inlet Authority purchased a new, moveable dredge to enhance inlet bypass, and has been able to move sufficient beach-quality sand past the inlet to obviate the need for beach nourishment at Pompano Beach.

#### South Lake Worth Inlet Commission

Qualified as an expert witness and hired to testify on behalf of the Commission as defendant during wrongful death litigation regarding sandbars and ocean currents at the Inlet, resulting in the litigation being dropped by the plaintiff.

#### Town of Briny Breezes

Television presentation regarding beach erosion, ocean water quality and methods to enhance sustainability in the Town's maintenance practices.

#### Delray Beach (Sandoway House Nature Center)

Conducted educational programs and initiated an innovative aquifer monitoring program for quality assessment of ground water contribution to nearshore waters in conjunction with staff scientist at the South Florida Water Management District.

### County / Regional

#### Palm Beach County – County Commission

2008 - 2017 Appointed by County Commission to the Palm Beach County Artificial Reef and Estuarine Enhancement Committee for three, three-year terms. This appointment was first recommended by ERM administrators.  
Consultation with County Commissioners and ERM staff and the Town of Palm Beach regarding innovative technology for erosion control.

Consultation with stakeholders and County Commissioner regarding user-group mediation at newly-constructed Juno Pier. Wrote guidelines for users of the pier's aquatic zones which have been in place since 1999.

Florida Gulf Coast University

2012 - Provided presentation and conducted roundtable discussion regarding environmental impacts of sand mining (aka "Truck Haul") for beach nourishment projects.

Florida Ocean Sciences Institute

1973 - 1979 Provided coastal issues educational programs to Palm Beach County and Broward County students, including supervision of dune restoration work. Lobbied for Palm Beach County to purchase additional public beach property at Boynton Inlet (now Ocean Inlet Park).

**State**

DEP / Southeast Florida Coral Reef Initiative / Our Florida Reefs Working Group

2013 - 2017 Appointed as a Working Group Member representing Palm Beach County. Invested more than 200 hours participating in Working Group meetings resulting in 83 recommendations for local, state and federal government entities on how to preserve the Southeast Florida Reef Tract from Stuart to Miami Beach.

DEP Administrative Hearing

2008 - 2009 Participated as a plaintiff. Resulted in administrative law judge Meile ruling that no harmful dredged material would be placed on the beaches of Reach 8 in the Town of Palm Beach.

## A brief history of the Palm Beach County Surfing History Project

In 2008 the non-profit Palm Beach County Surfing History Project was organized by five visionary Palm Beach County surfers who were motivated to preserve the rich history of local surfing. After producing more than 12 exhibits around the county, the Project found a more permanent location and opened a museum. From 2015 to 2018 the Project has produced more than 20 special events in conjunction with its Surfing Florida Museum.

When the Project began, the Board of Trustees was entrusted with 5000 images from the M.E. Gruber Collection, mostly taken in the 1960's. Those images, and many other early photos, have been digitized to preserve and use for educational purposes. In 2015 the Project acquired the "*Surfing Florida, A Photographic History*" exhibit, produced by Paul Aho and Rod Faulds of University Galleries at Florida Atlantic University. That display consists of 72 museum-quality, text and photo panels telling the history of surfing in Palm Beach County and throughout the state. It showcases Florida's surfing talent and a rich history to be shared for generations. This extensive historical collection became the book of the same name. Experts have stated that the Surfing Florida Museum in Lake Park, administered by the Project, has the most impressive collection of surf photos on the U.S. East Coast, spanning 100 years. Having outgrown the current location, the Project is actively seeking a larger, more permanent location for the museum.

The Project has developed a working relationship with the Surfing Heritage and Culture Center (SHACC) in San Clemente, California and several Board members of that premier surfing museum have become members of the local Project's Advisory Committee.

In 2018 the Project provides four types of programs;

- The "Surfing Florida Museum" in Lake Park
- Tableing Events throughout the county
- Educational Programs for area youth
- A Traveling "Surfing Florida" exhibit (currently at the Sandoway Discovery Center in Delray Beach)

### **Mission Statement**

**The Palm Beach County Surfing History Project, a nonprofit organization, is dedicated to preserving, documenting and exhibiting a history of surfing in Florida, focusing primarily on Palm Beach County.**

**Locations:** 2008 - 2015: Corporate office at 335 Flagler Blvd., Lake Park FL 33403

2015 - 2016: 255 N.E. 6<sup>th</sup> Avenue, Delray Beach FL 33483

2016 - present: 738 Park Avenue, Lake Park FL 33403

**Contact information for previous lessors:**

Jo Brockman, 700 Park Avenue, Lake Park FL 33403 561-328-7481

Matt Gracey, 255 N.E. 6<sup>th</sup> Avenue, Delray Beach, FL 33483 561-966-2120





April 19, 2018

Community Redevelopment Agency  
Town of Lake Park  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403

To Whom It May Concern:

The Cultural Council of Palm Beach County is aware that the Palm Beach County Surfing History Project is submitting a Request for Proposal to be located in the 800 Park Avenue Building. The Cultural Council of Palm Beach County is supportive of this organization.

Palm Beach County Surfing History Project has been a grant recipient and a member of the Cultural Council for two years. The organization is growing its collection of photographs from Palm Beach County but is expanding its visitor base beyond Palm Beach County and the state of Florida.

The Council supports the mission and the work of the Palm Beach County Surfing History Project. This organization is a unique and important asset not only to the Town of Lake Park's Arts District but to the history of Surfing on the Treasure Coast.

Sincerely,

Jan Rodusky  
Chief Grants Officer

CULTURAL COUNCIL OF PALM BEACH COUNTY  
601 Lake Avenue, Lake Worth, FL 33460  
561-471-2901  
PalmBeachCulture.com

**PALM BEACH COUNTY**  
**CULTURAL DEVELOPMENT GRANT FUND**  
**CATEGORY C-I**  
**FY 2017-18 GRANT AGREEMENT**

This is a Grant Agreement, entered into this day of \_\_\_\_\_, by and between CULTURAL COUNCIL OF PALM BEACH COUNTY, a private nonprofit organization with 501(c)(3) federal tax-exempt status, hereinafter referred to as "CULTURAL COUNCIL"; and Palm Beach County Surfing History Project, Inc. hereinafter referred to as "GRANTEE".

**WHEREAS**, the grant provided for herein by the CULTURAL COUNCIL, with funding from Palm Beach County, will assist the GRANTEE with expenses incurred in its community cultural programs described herein, hereinafter referred to as the "PROGRAM"; and

**WHEREAS**, CULTURAL COUNCIL has determined that the subject PROGRAM will enable GRANTEE to provide an activity which will directly promote community cultural arts in Palm Beach County; and

**WHEREAS**, the expenditure of Palm Beach County funds pursuant to this Agreement has been found, determined and declared to be for a county and public purpose by the Board of County Commissioners of Palm Beach County.

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE I**

**COMMUNITY CULTURAL PROGRAM DESCRIPTION**

- 1.1 **GRANTEE:** Name: Palm Beach County Surfing History Project, Inc.  
Address: 335 Flagler Blvd.  
Lake Park, FL 33403  
Contact: William Keeton
- 1.2 **TOTAL AMOUNT OF GRANT:** \$3,044.00
- 1.3 **PROGRAM DESCRIPTION:** (As provided in Exhibit A, attached hereto).
- 1.4 **PROGRAM BUDGET:** (As provided in Exhibit B, attached hereto.)
- 1.5 **REPORTING SCHEDULE:** Final Report Due: October 31, 2018
- 1.6 **PAYMENT SCHEDULE:** Reimbursement on a monthly basis as funds are expended
- 1.7 **EXPENDITURE DEADLINE:** September 15, 2018
- 1.8 **GRANT PERIOD:** October 1, 2017 through September 30, 2018
- 1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**  
As provided herein on Exhibit C, Category C-I reimbursement funds cannot be used to match other county or state funded programs, nor can grantee organization submit reimbursement requests for the same expenses to more than one county funded program.

**ARTICLE II**  
**CONDITIONS**

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated responsibility for implementation of this Grant to the Cultural Council of Palm Beach County, Inc. The Cultural Council of Palm Beach County, Inc. is a private non-profit corporation contracting with PALM BEACH COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL gives final approvals on behalf of the COUNTY.
- 2.2 PROGRAM DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Program Description attached hereto as Exhibit A. GRANTEE represents that the program provided for by this Agreement will be accomplished. Any changes in an approved program description shall be submitted to the CULTURAL COUNCIL for final approval. No expense related to a change in the program description will be reimbursed unless approved as provided herein.
- 2.3 PROGRAM BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and in accordance with the Program Budget, attached hereto as Exhibit B. The GRANTEE's expenditure of Grant Funds must be only for the items specified in each line-item of the Program Budget and not in excess of the amounts specified in each line-item. The GRANTEE may amend the amount identified for specific Grant Fund line-items in the Program Budget, if such changes do not exceed ten percent (10%) per line-item and so long as the amount of Grant Funds allocated for other items is likewise adjusted. Any change in any line-item expenditure of Grant Funds in excess of ten percent (10%) per item shall require the advance written approval of the CULTURAL COUNCIL.

Any request for approval shall be submitted by GRANTEE to the CULTURAL COUNCIL. The CULTURAL COUNCIL will give final approval.

- 2.4** **REPORTING:** This Program is being funded with the expectation that it will directly promote community cultural development by providing specifically described cultural or fine art programs and activities which will be made available to and be attended by residents and visitors to Palm Beach County. To assist in a determination of whether the Program is fulfilling, or has fulfilled its purpose, the GRANTEE must supply the CULTURAL COUNCIL with written reports and documentation demonstrating the Program's results and impact on community cultural development. These reports are to be received by the CULTURAL COUNCIL pursuant to the Reporting Schedule contained in Article 1.5. The GRANTEE shall also submit programming schedule information for inclusion in CULTURAL COUNCIL publications by the publication deadline.

GRANTEE shall provide immediate notice to the CULTURAL COUNCIL in the event that a funded program is to be canceled or rescheduled.

- 2.5** **GRANT AMOUNT AND PAYMENT SCHEDULE:** The total amount of the Grant is specified in Article 1.2. By awarding this Grant, neither CULTURAL COUNCIL nor COUNTY assumes any obligation to provide financial support of any type whatsoever in excess of the total Grant amount. The Grant Funds will be paid to the GRANTEE pursuant to the Payment Schedule specified in Article 1.6, subject to the provisions of Article 2.7, and shall be solely payable from Category C community cultural activities funds lawfully available.

- 2.6** **PROGRAM MONITORING AND EVALUATION:** The CULTURAL COUNCIL shall

monitor and conduct an evaluation of operations under this Agreement, which may include visits by CULTURAL COUNCIL staff and board members, to observe the GRANTEE's program, procedures, and operations under this Grant, or to discuss the GRANTEE's PROGRAM with the GRANTEE's personnel.

The GRANTEE shall give the CULTURAL COUNCIL ten (10) days advance notice of all meetings of its board of directors or governing board and the CULTURAL COUNCIL's designee shall be permitted to attend such meetings.

The GRANTEE agrees to allow representatives of the CULTURAL COUNCIL or COUNTY or their designee free access to all events sponsored under this Agreement, for the purpose of evaluating the impact of the subject events and activities.

**2.7 PAYMENT OF GRANT FUNDS:** In accordance with this Agreement, GRANTEE shall receive the Grant Funds from CULTURAL COUNCIL in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Program Budget which are deemed by CULTURAL COUNCIL to be "allowable". Examples of "allowable" and "disallowable" expenses are set forth in the attached Exhibit C. No Grant Funds shall be advanced by CULTURAL COUNCIL to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by CULTURAL COUNCIL:

From time to time during the Grant Period or not later than fifteen (15) calendar days before the expiration of the Grant Period, GRANTEE shall submit to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form provided by the CULTURAL COUNCIL. Upon

approval of a "Request for Payment of Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL, the REQUEST shall be submitted for processing and payment in accordance with this Agreement and in accordance with law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or performance of the goods and services invoiced, and any further documentation deemed necessary, by the CULTURAL COUNCIL. Moreover, CULTURAL COUNCIL shall not pay GRANTEE on any REQUEST, unless it approves said payment pursuant to the a pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

**2.8 FINANCIAL ACCOUNTING AND RETENTION OF RECORDS:** The GRANTEE must keep accurate and complete books and records of all receipts and expenditures of Grant Funds in conformance with reasonable accounting standards acceptable to CULTURAL COUNCIL. These books and records, as well as all documents pertaining to funds received and expended in conjunction with this Grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Palm Beach County, in a secure place and in an orderly fashion by the GRANTEE for at least three (3) years after the Expenditure Deadline specified in Article 1.7. These books, records, and documents may be examined by the CULTURAL COUNCIL or COUNTY or their designee at the GRANTEE's location during

regular business hours. The CULTURAL COUNCIL may, at its expense and upon reasonable notice to GRANTEE, have audited all of the financial records of the GRANTEE, whether or not purported to be related to this Grant.

Moreover, any or all records of GRANTEE pertaining to matters covered by this Agreement are public records pursuant to Chapter 119, Florida Statutes, and GRANTEE hereby agrees to comply with the provisions of Chapter 119 with regard to such records.

**2.9 CREDITS:** The GRANTEE must include legibly the following credit designations in all news releases; print, radio and television advertising; publications; and programs related to the PROGRAM:



The credit designation/logos must be easily legible and/or audible. The words "Palm Beach County Board of County Commissioners" and a listing of the current board members is appropriate if there is room in the advertisement or publication.

**2.10 LIABILITY AND INDEMNIFICATION:** It is understood and agreed that the GRANTEE is merely a recipient of Grant Funds and an independent contractor and is not an agent, servant or employee of Palm Beach County, its Board of County Commissioners, or the Cultural Council of Palm Beach County. In the event a claim or lawsuit is brought against Palm Beach County, its Board of County Commissioners, or the Cultural Council



of Palm Beach County or any of their directors, officers, agents, or employees, the GRANTEE hereby agrees to indemnify, save, hold harmless, and defend said persons and entities from any such claims, liabilities, causes of action, and judgments of any type whatsoever, arising out of or relating to the performance or operation of this Agreement, the funding hereof, or GRANTEE's acts hereunder and the GRANTEE shall pay all costs, attorney's fees, and expenses incurred by the aforementioned entities or persons in connection with such claims, liabilities or suits.

**2.11 ASSIGNMENT:** The GRANTEE is not permitted in any manner to assign its rights or obligations under this Agreement, and any purported assignment will be void.

**2.12 COMPLIANCE:** The GRANTEE agrees to abide by and be governed by all applicable laws, including but not limited to Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time.

In entering into this Agreement, Palm Beach County does not waive the requirements of any state, county or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct the business or activity contemplated by the GRANTEE.

**2.13 REMEDIES AND EXPENDITURE DEADLINE:**

(A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the CULTURAL COUNCIL may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and neither the CULTURAL COUNCIL nor the COUNTY shall have any further funding

obligation to the GRANTEE under this Agreement. Furthermore, GRANTEE shall repay to CULTURAL COUNCIL all funds received by GRANTEE which did not result in cultural programs.

- (B) In the event that a program for which GRANTEE has received funds is canceled and not replaced with an approved revised program in accordance with Article 2.2, GRANTEE shall repay to CULTURAL COUNCIL all funds received by it for such canceled program.
- (C) The GRANTEE shall repay CULTURAL COUNCIL for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the CULTURAL COUNCIL for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by CULTURAL COUNCIL which shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by CULTURAL COUNCIL and GRANTEE agrees to be bound by CULTURAL COUNCIL's determination.
- (E) Grant Funds which are to be repaid to the CULTURAL COUNCIL pursuant to this Article are to be repaid by delivering to the CULTURAL COUNCIL a certified check for the total amount due, payable to *Cultural Council of*

*Palm Beach County* within ten (10) days of the CULTURAL COUNCIL's demand.

- (F) The above provisions do not waive any rights of the CULTURAL COUNCIL or preclude the CULTURAL COUNCIL from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the CULTURAL COUNCIL's right to be repaid in the event GRANTEE does not produce or complete this program which furthers and promotes Palm Beach County cultural development.

**2.14 WRITTEN NOTICE:** Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE at the address specified in Article 1.1.

(B) As to the CULTURAL COUNCIL: Addressed as follows:

Cultural Council of Palm Beach County, Inc.  
601 Lake Avenue  
Lake Worth, FL 33460

**2.15 CONTRACT REPRESENTS TOTAL AGREEMENT:** This Agreement, including its special conditions, if any, and exhibits, represents the entire agreement of the parties. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties, and approved by appropriate action of the Cultural Council's Board of Directors.

**2.16 NONDISCRIMINATION:** Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach

County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

### ARTICLE III

#### SPECIAL CONDITIONS

- 3.1 PERFORMANCE AND OBLIGATION TO PAY:** GRANTEE's performance and CULTURAL COUNCIL's performance and obligation to pay under this Agreement are contingent upon an allocation of Palm Beach-County general revenue funds for the purposes and uses provided in this Agreement, the availability of these funds designated in COUNTY's annual appropriation for the purposes and uses described in this Agreement.

### ARTICLE IV

- 4.1 AGREEMENT/APPROVAL AND AMENDMENT:** This agreement and all amendments thereto must be approved by the Board of Directors of the Cultural Council of Palm Beach County and shall not take effect until so approved.

### ARTICLE V

- 5.1 PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

**5.2 PUBLIC RECORDS, ACCESS AND AUDITS:** The GRANTEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the GRANTEE'S place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the GRANTEE: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S., the GRANTEE shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time.

The GRANTEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The GRANTEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the Agreement term and following completion of the Agreement, if the GRANTEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

- D. Upon completion of the Agreement, the GRANTEE shall transfer, at no cost to the COUNTY, all public records in possession of the GRANTEE unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the GRANTEE transfers all public records to the COUNTY upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically by the GRANTEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the GRANTEE to comply with the requirements of this section shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. GRANTEE acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6688.**

IN WITNESS WHEREOF, the President and CEO of the Cultural Council of Palm Beach County has made and executed this Grant Agreement on behalf of the Cultural Council and Grantee has hereunto set its hand the day and year above written.

**GRANTEE WITNESS:**

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

\_\_\_\_\_  
Name (Type or Print)

**GRANTEE ORGANIZATION:**

By: William Keeton  
Signature

WILLIAM KEETON TREASURER  
Name/Title (Type or Print)

(CORPORATE SEAL)

**COUNCIL WITNESS:**

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

\_\_\_\_\_  
Name (Type or Print)

**CULTURAL  
COUNCIL OF PALM BEACH COUNTY,  
INC.:**

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

Kathleen Alex, Interim CEO

**Name of Organization:** Palm Beach County Surfing History Project, Inc.

**Project Name:** Artistic Panel Procurement for Expansion of our Exhibit

**Exhibit A**

**Our primary purpose for this grant is to increase our aluminum panel inventory in order to allow us to refresh our museum presentation on a regular basis with a larger variety of pictures that are the main way we tell the story of surfing in Palm Beach County. These panels are artistic and specialized in nature and are very difficult to create. Please note that we have hired a grant consultant and are in the process of hiring an Executive Director so that we have 5-6 days a week coverage at the museum. Our events typically draw 100 to 400 people and we plan to have regular events to draw people in the area. Since we capture attendees' zip codes we have solid metrics as to where we are drawing people from which will assist us and the Town of Lake Park in future planning. We also want to impact the community outside the museum by educating young school kids and teens about the benefits of healthy living and taking care of our water sources. Also, partnering with local surf camps, surfboard giveaways for local underprivileged kids and paddleboard events at Kelsey Park as well as regularly scheduled events for kids at the museum. We also want to advertise our presence with the hotels and businesses on the beach in order to draw on the seasonal visitors that come to the area and provide them with a unique experience regarding Palm Beach County. Through this public outreach we expect to bring thousands of visitors to Lake Park each year. We are going to establish a tour program with the recreation industry, hotels and schools to ensure a continuous and regular flow of people viewing the museum. We also have a line of unique products available for sale from canvas wraps of historical photos to clothing, books and other surfing related products. We also are going to establish a reading and research center where visitors can research the history of surfing and of Lake Park and Palm Beach County.**



# Organization Summary

Palm Beach County Surfing History Project, Inc.

Palm Beach County Surfing History Project, Inc.

Summary

335 Flagler Blvd.  
Lake Park, FL 33403

**Primary Contact:** William Keeton  
**Website:** <http://www.surfhistoryproject.org/>  
**Telephone Number:** 561-312-6023  
**Organization Email:** billkeeton@aol.com

Last Updated: 04/10/2018

Public Profile

Edit

> Contacts 3

> Inactive Contacts 0

Application and Grant History

DATE	PROCESS	PROJECT	TYPE	STATUS	GRANTED	PAID
01/23/2018	FY 2017/2018 Category CI Grant Application	Artistic Panel Procurement for Expansion of our Exhibit	One Time	Follow Up Complete	\$3,044.00	\$0.00
12/09/2016	FY 2016/2017 Category CI Grant Application	Exhibit Panel Production to allow us to increase the number of exhibits to reach more people	One Time	Follow Up Complete	\$2,657.00	\$0.00
<b>Totals:</b>					<b>\$5,701.00</b>	<b>\$0.00</b>

> Organization Documents 0

**From:** billkeeton <billkeeton@aol.com>  
**To:** fredsalmon1 <fredsalmon1@me.com>  
**Subject:** Fwd: RE: Palm Beach County Surfing History Project, Inc.  
**Date:** Thu, Jun 23, 2016 4:24 pm  
**Attachments:** Reimbursement Guidelines Cat CI FY 2015-16 F.pdf (4071K), Category CI-Reimbursement-Cover-Sheet FY15-16p.xlsx (22K), Category C-1 Summary-of-Expenses-Salary 15-16.xlsx (24K)

---

See below for total grant amount. It's a one to one we can make up the difference in other organizational expenses.

William C. Keeton, CPA [billkeeton@aol.com](mailto:billkeeton@aol.com) 561-312-6023

**From:** Kate Rhubee <KRrhubee@palmbeachculture.com>  
**Date:** Thursday, June 23, 2016  
**Subject:** RE: Palm Beach County Surfing History Project, Inc.  
**To:** billkeeton <[billkeeton@aol.com](mailto:billkeeton@aol.com)>

Bill,

Hello, my name is Kate and I handle the reimbursements. I will be happy to assist you with this process.

Your grant award is \$6,841.00. It is a 1-1 match, but you only have to spend the \$6,841.00 to request the reimbursement for your program, the match may be in other expenditures or in-kind donations, and they do not need to be in the same category; it is based on an organizational total program expense of \$13,682.00 (including in-kind donations).

<https://www.palmbeachculture.com/our-impact/grant-programs/small-or-emerging-organizations/>

The above website link page will take you directly to your grant programs page, Under the Grantee Toolkit (right hand side) you will see the following:

Reimbursement Guidelines

Reimbursement Cover Sheet

Summary of Expense Sheet

Copies attached for your convenience.

You might want to print these before viewing the online webinar, as they will be referenced in the webinar.

As far as the guidelines go, I suggest you concentrate on the general requirements and only the specific details for your approved grant category; Outside Professional Services: Artistic.

The guidelines detail the required back up documentation for the different types of expenses, but feel free to call if you have any questions.

Often, the new grantees fill out a draft of the forms, include the back up documents, scan them and e-mail to my attention for comments and suggestions prior to submission; feel free to do so.

Any questions, please contact me via e-mail or telephone, my schedule is Tue-Thur and partial day Friday.

Look forward to assisting you,

Kate

**Kathryn Rhubee**

**Grants Administrator**

**Cultural Council of Palm Beach County**

**601 Lake Avenue**

**Lake Worth, FL 33460**

**[PalmBeachCulture.com](http://PalmBeachCulture.com)**

**Email: [KRhubee@palmbeachculture.com](mailto:KRhubee@palmbeachculture.com)**

**Direct line: (561) 214-8087**

**Main number: (561) 471-2901**

cid:image001.png  
@01CF3463.315  
403F0



April 23, 2018

To Whom It May Concern:

The Palm Beach County Surfing Project is a current member of the Florida Association of Museums through February 1, 2019.

The Palm Beach County Surfing Project has been a member in good standing since February of 2017.

If you have any questions, please feel free to contact me at (850) 222-6028.

Best,

Malinda J. Horton  
Executive Director

P.O. Box 10951  
Tallahassee, Florida 32302  
p.850.222.6028  
f.850.222.6112  
[www.flamuseums.org](http://www.flamuseums.org)  
[fam@flamuseums.org](mailto:fam@flamuseums.org)

**ACKNOWLEDGMENT OF ADDENDA**

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.  
Offeror Name

Tom Warnke  
Signature

TOM WARNKE, EXECUTIVE DIRECTOR  
Name and Title (Print or Type)

4-28-18  
Date

**OFFEROR'S CERTIFICATION**

I certify that this proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 37 inclusive of this Request for Proposals as well as any special instructions if applicable.

**CORRECT LEGAL NAME OF OFFEROR:**

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.

**SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:**

Tom Warnke

**TITLE:**

EXECUTIVE DIRECTOR

**TYPED/PRINTED NAME OF AUTHORIZED AGENT:**

TOM WARNKE

**ADDRESS:**

738 PARK AVE., LAKE PARK, FL 33403

**PHONE NO:**

(561) 236-0155

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Offerors must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of the Town of Lake Park or the Town of Lake Park Community Redevelopment Agency.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5 percent in the Offeror's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

to the best of our knowledge, the undersigned Offeror has no potential conflict of interest due to any other Municipalities, Counties, contracts, or property interest for this Proposal.

The undersigned Offeror, by attachment to this form, submits information which may be a potential conflict of interest due to other Municipalities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.  
Offeror Name

Tom Warnke  
Signature

TOM WARNKE, EXECUTIVE DIRECTOR  
Name and Title (Print or Type)

4-28-18  
Date

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

PALM BEACH COUNTY SURFING HISTORY PROJECT, INC.  
Offeror Name

Tom Warnke  
Signature

TOM WARNKE, EXECUTIVE DIRECTOR  
Name and Title (Print or Type)

4-28-18  
Date



**DRUG-FREE WORKPLACE**

PALM BEACH COUNTY SURFING & HISTORY PROJECT, INC. is a drug-free workplace and has

(Offeror Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

**Acknowledged by:**

PALM BEACH COUNTY SURFING & HISTORY PROJECT, INC.

Offeror Name

Tom Warnke

Signature

TOM WARNKE, EXECUTIVE DIRECTOR

Name and Title (Print or Type)

4-28-18

Date

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared TOM WARNKE, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is EXECUTIVE DIRECTOR of PALM BEACH COUNTY SURFING, the Offeror that has submitted a Proposal to perform work for the following: HISTORY PROJECT

RFP No.: 104-2018 Title: LEASE PROPOSAL FOR 800 PARK AVE. BUILDING

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such RFP.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the RFP and lease for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP and lease, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal or any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town or any person interested in the proposed contract.

Tom Warnke  
Signature

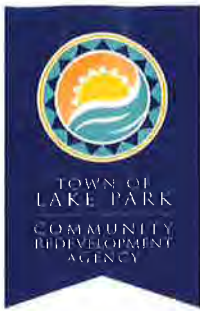
Subscribed and sworn to (or affirmed) before me this 28<sup>th</sup> day of April 2018, by Tom Warnke, who is personally known to me or who has produced Florida Drivers License as identification.

SEAL



Notary Signature [Signature]  
Notary Name: Danielle Outly  
Notary Public (State): Florida  
My Commission No: GG017872  
Expires on: Oct 1, 2020

# TAB 4



CRA
Agenda Request Form

Meeting Date: June 6, 2018

Agenda Item No.
Tab 4

Agenda Title: Adoption of the Mission and Vision Statement for the Town of Lake Park Community Redevelopment Agency

- [ ] Consent Agenda [x] Discussion/Possible Action
[ ] Presentation [ ] Resolution
[ ] Other

Approved by Executive Director: [Signature] Date: 5-14-18

Name/Title: ASSISTANT TOWN MGR/HUMAN RESOURCES DIRECTOR

Table with 3 columns: Originating Department (Human Resources), Costs (\$ -0-), Attachments (Lake Park Community Redevelopment Agency Mission and Vision Statement Proposed by the Treasure Coast Regional Planning Council)

Summary Explanation/Background:

At the March 7, 2018 meeting of the Community Redevelopment Agency (CRA) Board, Dr. Kim Delaney, Director of Strategic Development and Policy for the Treasure Coast Regional Planning Council, presented the Market Study and Branding Analysis for the CRA/Town of Lake Park. As part of her presentation, Dr. Delaney provided the following information regarding the purpose of a mission statement and of a vision statement:

"A mission statement describes an organization's purpose and reason for existence. It answers these questions:

- Why do we exist?
What is the CRA for?

A vision statement expresses an organization's optimal goal - as it would appear in a future successful state. It creates a mental image of the future state the organization wishes to achieve and provides strategic direction to get there:

- Where are headed?
When we have succeeded, what will that look like?"

As part of her presentation, Dr. Delaney also proposed several descriptive terms that could be used in developing the Mission and Vision statements for the CRA, which are as follows:

*Vibrancy*  
*Livability*  
*Entrepreneurialism*  
*Innovation*  
*Authenticity*

Such terms as they pertain to the CRA are more fully described in the attachment.

Dr. Delaney proposed the Mission Statement and Vision Statement for the CRA that is set forth in the attachment.

The purpose of this agenda item is to discuss and adopt a Mission Statement and a Vision Statement for the CRA. Staff recommends that the Mission Statement and Vision Statement proposed by the Treasure Coast Regional Planning Council be adopted.

**Recommended Motion: I move to adopt for the Town of Lake Park Community Redevelopment Agency the Mission Statement and Vision Statement as proposed by the Treasure Coast Regional Planning Council.**

## LAKE PARK CRA



## LAKE PARK CRA

### MISSION STATEMENT

The Lake Park Community Redevelopment Agency (CRA) is dedicated to revitalizing Lake Park's Downtown District to create a distinctive center for arts, culture, and economic innovation for the Town and surrounding areas.

### VISION STATEMENT

We envision a unique, connected, sustainable downtown district that celebrates its authenticity, cultural and artistic diversity, and vibrant economic success and contributes to the overall quality of life in the Town of Lake Park.

LIVABILITY - ENTREPRENEURIAL SPIRIT - AUTHENTICITY - VIBRANCY - INNOVATION

# TAB 5



**CRA  
Agenda Request Form**

**Meeting Date: June 6, 2018**

**Agenda Item No. Tab 5**

**Agenda Title: Discussion on Economic Development Incentives**

- SPECIAL PRESENTATION/REPORT
- OLD BUSINESS
- DISCUSSION FOR FUTURE ACTION
- CONSENT AGENDA
- NEW BUSINESS:
- OTHER

**Approved by Executive Director:** *[Signature]* **Date:** 5-25-18

John O. D'Agostino, Executive Director

Name/Title

<b>Originating Department:</b>	Costs: \$	<b>Attachments:</b> • Discussion Points Paper
	Funding Source:	
	Acct. #	
	<input type="checkbox"/> Finance _____	

**Summary Explanation/Background:** In order to move the incentive discussion forward, I have provided the attached document for discussion. The objective would be to establish a policy that would provide incentives to businesses in the CRA, but require the business receiving the incentive to meet conditions that required assurances or guarantees to the Town and or the CRA.

**Recommended Motion:** No motion is necessary, but Staff is looking for direction from the CRA Board of Directors.



## Discussion Points

### Economic Development Incentives:

The objective of any economic incentive policy is to:

Increase the tax base, create jobs and stimulate the local economy by encouraging new business activities or expansion of existing business activities within the Town of Lake Park's Community Redevelopment District (CRA).

### **Incentives:**

Incentives are Grants for eligible projects, loans or loan guarantees. The purpose is to leverage Public Incentive funds with outside money (non-municipal funds) to permit the project to move forward. Private sector funding can be integrated with Federal, State and or County Economic Development if the project is eligible as part of a complete economic incentive package. The total amount from all non-municipal incentives must be greater than Fifty percent of the total funding required for the project.

Public Sector incentives must stimulate the local economy by providing funding that result in the expenditures of construction capital or an increase in money from the purchase of goods and services, an increase in payroll dollars that circulate in the local CRA economy and result in an expansion of the tax base for the CRA. It is imperative for the CRA to diversify the mix of businesses that make Lake Park more attractive for residential and economic development projects to move forward. The motivating factors for why businesses locate, relocate or expand in Lake Park must include the following principals; businesses want a location that offers a strategic business advantage in relationship to their peers, a high quality of life, good schools, appealing neighborhoods and the lowest possible financial exposure. In effect, businesses want to put at risk as little of their own money as possible to expand their business and maximize profits. We must balance this equation with reasonable guarantees and equity from the businesses.

In the case of Lake Park, low property values continue to limit spending in both the CRA and the Town of Lake Park. More than ever, we want to maximize the benefits associated with limited financial incentives and to protect public funding for private development projects.

We must balance financial risk with significant new economic development opportunities otherwise economic development may not occur or will occur over an extended period in Lake Park. This makes viable public-private partnerships that balance the risk among the participants the preferred method for municipalities wanting to be actively engaged in promoting economic development. Therefore, we must use local public funding as judiciously as possible. We must balance this objective with an understanding that some assistance will spur a certain amount of development activity, expand the tax base and provide other economic development opportunities. Without incentives, projects will be limited and correspondingly available prospects to Lake Park will be restricted.

- **The first objective** our policy should require the use of outside money (non-municipal) before contemplating financial incentives from the Town. Those seeking public funding must first identify private sector funding, state and federal funding including grants and private sector loan funds. Lake Park's implementation of a loan, grant and or loan guarantee program must be

provided only after sufficient proof is provided that the business owners have met the first objective and that Fifty percent of the private funding is secured.

The extent of public sector incentives must correspond to the amount of return on the town's investment. The project must demonstrate an increase in tax revenue, an increase in the number of employment positions created the amount of new dollars flowing into the local economy from the business, etc. If Lake Park undertakes this initiative, it must do so by securing the equity again loans or loan guarantees. Grant funding must include an assessment of how likely the project will be completed and operational. I would recommend that depending on the grant dollars, the business must be in operation for a specified time. For example; \$25,000 grant, the business must be continuously operated for five years, \$50,000 the business must be continuously operated for Ten years and so on. To be most effective, the Town should have the ability to package and combined resources from various sources including the business' equity contribution towards the project.

- Outside resources must be identified and secured before municipal participation can be considered. When evaluating how to promote recruit and or expand new and existing businesses, the financial risk for the CRA must be equal to or less than the private financial risk of the business.
  - What is the intended goal or benefit to the public?
  - Is the benefit to the public Speculative? Alternative? And or Measurable?
  - What is the probability that the public interest will be served and to what degree?
  - There must be a reasonable relationship between the public interest achieved and the means chosen to achieve the overall purpose. Another words the public funding must be proportional to the return on investment, the increase to the local economy, the number of jobs created etc.
- Incentive programs can be established by resolution and therefore can change over time. Conversely, incentives c established by ordinance, requiring a first and second reading which will take time to implement and more difficult to adjust overtime as economic conditions change.

The Criteria to be consider as well as developing measurable outcomes:

- Degree to which the development may potentially stimulate other desirable economic development or redevelopment activities.
- Contribution the development will make toward increased employment and earnings within the CRA including the number of quality jobs created.
- Increase in property tax revenue that result from the development.
- Increase in sales tax and other fee revenues including BTR revenues from the development.
- The potential of development for other business activity expansion and additional job creation.
- Preservation of key historical or architecturally significant buildings or sites.
- The extent to which additional direct or indirect public costs to the Town and Town Departments would be necessary, such as the cost of extending public infrastructure, facilities or municipal services.

Other public benefits for which performance standards are NOT easily measured include:

- Likelihood that the proposed development would not occur in the absence of economic development incentives?

- The Extent to which the proposed development satisfies a desired or unique niche in the marketplace and helps with the diversification of the local economy?
- Beneficial impacts the development may have on a particular section of the CRA including areas needing revitalization or redevelopment by filling in empty commercial space.
- The compatibility of the location of development with land use and development plans as part of the Town's Comprehensive plan, including the consideration of availability of essential public services.

Whatever incentives are established must ensure that the project will be completed. Therefore, a written contract will be required between the developer/owner and the CRA or the Town of Lake Park. The contract will come before the CRA Board and or the Commission at a duly posted public meeting of each or both entities. If the contract moves forward, a vote authorizing the Mayor and or the Chairman of the Board of Directors of the CRA to sign such agreement must happen.

In the case of upfront grants or loans, the incentive agreement should be backed by supplemental written documents to reasonably guarantee developer performance and to collateralize the financial participation of the Town should the project default or fail to meet the above-mentioned criteria. The purpose will be to ensure the ratio of municipal financial participation to the project is equal to or lower than the level of other source financing/participation (See above) to the public incentive investment approved.

#### **Incentive Structure:**

Incentives can be outright grants to eligible projects, loans or loan guarantees. The incentive is paid through either an upfront loan or a grant, and only after certain conditions, are met. The after-the-fact method is easier to structure. Compliance with a defined performance standard is verified before payment is made. I.e. invoices are received and verified before payments are made to the developer(s). Incentives can be structured as a payment to the project based on a percentage of municipal revenue derived and collected from the project that would not otherwise have been collected if the development project had not been completed. May be difficult to calculate.

The after-the-fact incentives are not counted as equity in a project and does little to address **gap-financing**. Closing GAP financing for developers can be challenging and required before economic development projects can move forward. How do we address this issue? When GAP financing cannot be avoided and as a result, prevents the project from moving forward, the Town may want to consider upfront grants or loans to developers. This arrangement will require a more complex agreement between the CRA, the Town and the Developer. To ensure compliance, the Town will need reasonable guarantees that: (1) the project will materialize; (2) the loan or grant must be proportional to the level of private investment and (3) remain in place for a period relative to the level of initial public investment. For example the larger, the grant the longer the guarantees remain in effect. A claw-back provision maybe required for larger public investments over a certain dollar amount. Equity must be secured from the private investor in the form of a letter of credit or an equivalent amount of funds deposited in a bank and co-signed by the Town.

Security mechanisms must accompany such grants/loans to provide reasonable assurance that, if the publically assisted project does not produce the anticipated benefits the municipality has recourse to recover its investment in the project. The upfront incentive assistance is structured as a deferred

forgivable loan from the city. The larger the loan the greater the forgivable period. The forgivable loan is accompanied by a loan agreement, promissory note and or mortgage to ensure that the public investment is recoverable if the developer fails to meet his/her obligations.

Outside incentive resource links:

<https://www.flgov.com/financial-incentives/>

<http://edr.state.fl.us/Content/presentations/economic-development/FLFinanciallyBasedEconDevTools-ROI.pdf>

<https://www.enterpriseflorida.com/why-florida/business-climate/incentives/>

<http://www.blsstrategies.com/florida-incentives>

<http://edr.state.fl.us/Content/local-government/economic-development-incentives/index.cfm>

**Conclusion:**

Economic incentives can be an effective tool for Lake Park, if carefully developed, structured and implemented. Incentives should be used prudently after extensive vetting and due diligence by the Town Staff. Publically funded incentives may be granted either in the form of grants or loans. The structure of any incentive must have a public benefit that is proportional to the level of investment of public funds. Eligibility for incentive participation must not be arbitrary and must treat all members of the business community in a fair and equitable manner under similar circumstances. The Town may grant incentive to developers upfront or after certain performance, standards have been met. Security mechanisms should accompany upfront incentives to ensure developer performance and to collateralize the public incentive investment.